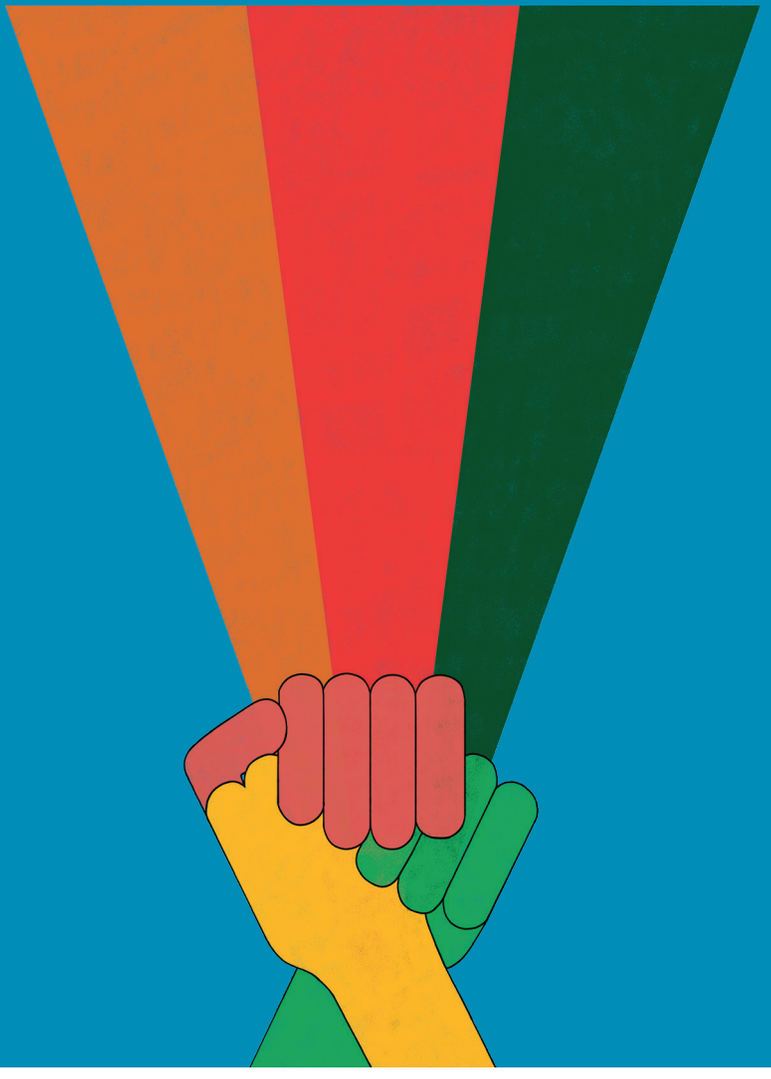
Collective agreement
reached between

THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN

AND

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

November 7, 2021 - March 31, 2023



COLLECTIVE AGREEMENT

reached between

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

AND

THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX - CSN

November 7, 2021
March 31, 2023

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PART I

ARTICLES

ARTICLE 1

DEFINITIONS

1.01 Employee

Means any person included in the bargaining unit who works for the employer in return for remuneration. This term also designates "a union officer on leave" as provided in Article 7 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 their regular position cannot be grieved.

1.02 Full-time employee

Means any employee who works the number of hours stipulated for their job title.

Employees on the recall list who have a full-time assignment scheduled to last for six (6) months or more are considered to be full-time employees for this period. The parties may agree otherwise in local arrangements.

1.03 Part-time employee

Means any employee who works fewer hours than the number stipulated for their job title. A part-time employee who from time to time works the total number of hours stipulated for their job title continues to have part-time status.

1.04 Promotion

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

1.05 Transfer

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

1.06 Demotion

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

1.07 Spouse

"Spouse" means persons:

a) who are married and living together;

b) who are in a civil union and living together;

c) of the same or different sex who are living as if they were married and are the father or mother of the same child;

d) of the same or different sex who have been living as if they were married for at least one (1) year.

1.08 Dependent child

Means the child of an employee, of the employee's spouse or of both who is neither married nor in a civil union and resides or is domiciled in Canada, who is dependent on the employee for support and who meets one of the following conditions:

- is less then eighteen (18) years old;
- is twenty-five (25) years of age or younger and attends a recognized educational institution as a duly registered full-time student;
- regardless of their age, became totally disabled at a time when they met one of the above conditions and has remained continuously disabled since then.

1.09 Probation period

All new employees undergo a probation period. During this period, they are entitled to all the benefits of this collective agreement. A new employee who is dismissed during this period is not, however, entitled to the grievance procedure.

The terms and length of the probation period are negotiated and agreed upon locally.

An employee acquires seniority once their probation period has ended in accordance with the terms of Article 12.

1.10 Displacement

When the term "displacement" is used, its definition is what has been negotiated and agreed upon locally.

1.11 Position

When the term "position" is used, its definition is what has been negotiated and agreed upon locally.

During an initiation and trial period, an employee who decides to return to their former position or who is asked to do so by the employer does so without prejudice to their vested rights in that former position.

1.12 Service

When the term "service" is used, its definition is what has been negotiated and agreed upon locally.

1.13 Position temporarily without an incumbent

When the term "position temporarily without an incumbent" is used, its definition is what has been negotiated and agreed upon locally.

1.14 Recall list

When the term "recall list" is used, its definition is what has been negotiated and agreed upon locally.

Before employing a person from outside the institution, the employer uses the employees on the recall list, in accordance with the terms and conditions agreed upon locally.

ARTICLE 2

PURPOSE

The purpose of these provisions is, on the one hand, to establish orderly relations between the parties as well as to encourage good relations between the employer and employees and, on the other hand, to define good working conditions for the employees, including the promotion of their safety and welfare.

ARTICLE 3

GENERAL PROVISIONS

3.01 The employer takes the necessary steps to prevent accidents, ensure safety and promote employees' health.

3.02 For the purposes of applying this collective agreement, neither management, nor the union nor their respective representatives may use threats, exercise constraint or discriminate against an employee on the basis of their race, colour, nationality, social background, language, sex, pregnancy, sexual orientation, marital status, age, religious beliefs or lack thereof, political opinions, handicap, family relations, parental status or the exercise of a right conferred upon them by this collective agreement or the law.

Discrimination exists when such a distinction, exclusion or preference denies, compromises or restricts a right conferred upon an employee by this collective agreement or the law on one of the grounds mentioned above.

Despite the above, a distinction, exclusion or preference based on the aptitudes or qualifications required to perform the duties involved in a position is considered to be non-discriminatory.

When the context so requires, any word in the masculine form also denote the feminine.

3.03 Employees exercise their rights under the name given to them that appears on their birth certificate.

3.04 An employee who is a member of the board of directors of a health and social services council is given time off without loss of remuneration in order to attend health and social services council board meetings upon request to their immediate supervisor, who may not refuse it without a valid reason.

Upon request to their immediate supervisor, an employee who is a member of the institution’s board of administration is given time off without loss of remuneration in order to attend board meetings.

3.05 Psychological harassment

The provisions of articles 81.18, 81.19, 123.7, 123.15 and 123.16 of the Act respecting labour standards (CQLR c N-1.1) are an integral part of this collective agreement.

3.06 Psychological harassment is not tolerated in any form. To this end, the employer and the union co -operate to prevent psychological harassment by establishing appropriate measures of information and education, to be agreed upon by the local parties.

3.07 The employer and the union agree not to publish or distribute sexist posters or brochures.

3.08 Local parties may agree upon a procedure for handling complaints of psychological harassment.

3.09 Despite the time limit stipulated in clause 10.01, any complaint regarding psychological harassment must be filed within ninety (90) days of the last manifestation of such conduct.

Valuing, promoting and preserving public services

3.10 The parties recognize the importance of:

- maintaining quality public services and identifying where savings can be made;

- working to maintain and develop the expertise of employees in the public health and social services system;

- having the objective of preserving jobs in the public health and social services system and giving preference to having work done in-house;

- discussing concrete proposals for improving how things are done outside the formal context of collective bargaining.

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

UNION RECOGNITION

5.01 The employer hereby recognizes the union as the sole bargaining agent for the purpose of negotiating and reaching a collective agreement on behalf of all employees covered by the certification.

5.02 If a difficulty arises in interpreting the text of the certification, no arbitrator may be asked to interpret the meaning of that text.

5.03 No individual agreement between an employee and the employer on working conditions different from those provided in this collective agreement or on working conditions not provided for in this agreement is valid unless it has received the union's written approval.

5.04 Security guard

A security guard must not give any orders to employees in other job titles covered by the certification in the accomplishment of their work.

5.05 Files

Upon request to the personnel manager or the manager's representative, employees may always consult their file as soon as possible, in the presence of a union representative if they so desire.

This file includes:

- the employee's job application;
- the hiring form;
- all authorizations for deductions;
- applications for promotions, transfers or demotions;
- copies of degrees, diplomas and attestations of studies or experience;
- health office reports sent to the personnel department;
- copies of disciplinary reports;
- copies of work accident reports;
- the notice of departure;
- administrative measures listed in clause 5.12;
- formal and periodic appraisal reports, after a copy has been given to and discussed with the employee;
- notices of appointments to a position;
- documents about experience acquired or recognized.

5.06 Right to be accompanied

An employee called in for a meeting with a representative of the employer regarding their employment relationship or job status, a disciplinary matter or the settlement of a grievance may demand to be accompanied by a union representative.

5.07 Disciplinary measures

An employer who suspends or dismisses an employee has four (4) calendar days to inform the employee in writing of the facts and reasons for the dismissal or suspension.

The employer has the same four (4) calendar days to notify the union in writing of any suspension or dismissal.

5.08 No offence can be held against an employee if one (1) year has passed since it was committed, providing that no similar offence has been committed within the year (12 months).

5.09 A decision to suspend or dismiss must be communicated within thirty (30) days of the incident giving rise to the decision, or no later than thirty (30) days after the employer becomes acquainted with all the facts relevant to the incident.

The thirty (30)-day time limit stipulated above does not apply if the decision to suspend or dismiss is the result of a repetition of certain facts or of chronic behaviour on the employee's part.

5.10 Resignation

An arbitrator may weigh the circumstances surrounding an employee's resignation and the significance of the latter's consent.

5.11 Admission

An admission signed by an employee may not be used against them 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 repudiated in writing by the employee within seven (7) days of when it was signed.

5.12 Administrative measures

An employer who implements an administrative measure other than a disciplinary measure or layoff that has a temporary or permanent effect on an employee's employment relationship has four (4) calendar days to inform the employee in writing of the basic facts and reasons for the measure.

The employer has the same four (4) days to notify the union in writing of the measure imposed.

5.13 Vacant and newly created positions

The employer informs the union of any vacant or newly created positions, in accordance with the terms negotiated and agreed upon locally.

ARTICLE 6

UNION SYSTEM AND CHECKOFF OF UNION DUES

6.01 All employees who are members in good standing of the union at the time this collective agreement comes into force, and all who become members of the union afterwards, must maintain their union membership for the duration of the collective agreement as a condition of their continued employment.

6.02 All new employees have ten (10) calendar days from their first (1st) day of work to become members of the union as a condition of continued employment. Upon hiring, the employer informs employees of this provision.

6.03 The employer is not, however, obliged to dismiss an employee whom the union expels from its ranks. Such an employee nevertheless remains subject to the stipulations on the checkoff of union dues.

6.04 For the duration of this collective agreement, the employer deducts the union dues set by the union or an equal amount from the pay of every employee who has completed ten (10) calendar days of employment and remits the amounts deducted to the union treasurer once per accounting period (minimum twelve (12) periods per year), within fifteen (15) calendar days of when they are collected.

Along with the remittance of dues, the employer prepares and provides a detailed statement of the names of employees for whom dues have been deducted, their pay and the dues checked off.

The employer is responsible for seeing that this clause is implemented in full.

6.05 Upon receiving a new member's written authorization, the employer deducts the initiation fee set by the union and remits it to the union together with regular dues.

6.06 If either party requests that the Tribunal administratif du travail rule on whether a person is part of the bargaining unit, the employer checks off the employee's union dues or the equivalent until the Tribunal's decision has been rendered and then remits them in accordance with that decision.

This checkoff is done starting the beginning of the month following when such a motion is filed.

The employer is responsible for seeing that this clause is implemented in full.

6.07 Once a month, the employer provides the union with two copies of a list of new employees, indicating the following information: hiring date, address, job title, service, rate of pay, employee number, social insurance number and status; as well as a list indicating departure dates. The list of departures must indicate the service in which the employee worked.

6.08 The amount of union dues must appear on the T-4 and Relevé 1 forms in accordance with the various regulations of the department or ministry concerned.

ARTICLE 7

LEAVE FOR UNION WORK

7.01 Within thirty (30) calendar days of when this collective agreement comes into force, the union provides the employer with a list of its local representatives (officers, directors, union officers on leave, grievance officers).

The union provides the employer with a list of its official delegates within ten (10) calendar days of their appointment or election. Any changes to the lists mentioned in this article are communicated to the employer within ten (10) calendar days of the change.

7.02 Official union delegates may, upon written request by the union ten (10) calendar days in advance, take leave from work with no loss of pay in order to attend conventions of the Confédération des syndicats nationaux (CSN), the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) and central councils, as well as FSSS-CSN federal councils.

This leave is capped at the following maximum number of days:

	Number of days of paid union leave per year	
Number of employees in the bargaining unit on January 1 of each year	**Institution not the result of an amalgamation under 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

[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.

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

7.03 Delegates designated by the union may, upon written request by the union ten (10) calendar days in advance, take leave from work without pay in order to take part in union activities.

The employer continues, however, to pay the employees concerned remuneration equal to what they would receive if they were at work, providing that the union reimburses the pay, additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, applicable premiums, benefits and the employer's share of employee benefit plans. The reimbursement must be made within thirty (30) days of the employer's claim.

7.04 The written requests stipulated in clauses 7.02 and 7.03 must state the name of the employee(s) on behalf of whom the leave is requested, as well as the nature, duration and location of the union activity for which the leave is requested.

7.05 In the event that the ten (10) calendar days of notice stipulated in clauses 7.02 and 7.03 cannot be given for an unforeseeable or urgent reason, the union indicates in writing the reasons why the ten (10) days of notice is not respected.

The work schedules of these employees are in no way modified as a result of the above leave unless the parties so agree.

7.06 The employer grants union leave with no loss of pay to an employee or employees designated by the union for any internal union activities.

This leave for union work, except that provided under clauses 7.07, 7.11, 7.12, 7.13 and 7.14, is deducted from the annual bank of days of leave for union work, capped at the following maximum number of days:

	Number of days of paid union leave per year		
Number of employees in the bargaining unit on January 1 of each year	**Institution that is not the result of an amalgamation under Bill 10[1]**	**CISSS or CIUSSS with a distance of less than 240 km between the two (2) facilities furthest apart**	**CISSS or CIUSSS with a distance of 240 km or more between the two facilities furthest apart**
50 - 100	50	125	145
101 - 200	95	225	245
201 - 300	125	305	325

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

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

The distance between the two (2) facilities the furthest apart of a Centre intégré de santé et de services sociaux (CISSS) or a Centre intégré universitaire de santé et de services sociaux (CIUSSS) is calculated by road within the territory covered by the institution.

After the number of days of leave set out above has been used up, the days of leave provided for in clause 7.02 may be used for internal union activities.

If the bargaining unit has fewer than fifty (50) members, a local union representative may be given leave with no loss of pay, with the authorization of the employer or the latter's representative.

7.07 Union representatives may be given leave to meet with the institution's authorities by appointment.

7.08 Union representatives may also be given leave to meet with employees in the institution during working hours concerning grievances to be discussed or investigations of working conditions, following a request to the personnel manager or the latter's representative five (5) days in advance. The union representatives and employees concerned do not incur any loss of pay as a result.

7.09 Upon request to the personnel manager or the personnel manager's representative five (5) days in advance, an outside union representative may meet with any employee covered by the certification during working hours in an office in the institution reserved for this purpose, without any loss of pay for the employee.

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

If the office cannot be used exclusively for union purposes, the employer provides the union with a filing cabinet that locks.

7.11 The union representative, the employee concerned and witnesses in an arbitration case are given leave with no loss of pay.

However, witnesses only have time off work for the time the arbitrator considers necessary.

7.12 For group grievances, the group is represented by a person mandated by the union.

7.13 An employee who is a member of a joint committee composed of a representative appointed by the government and/or the employer on the one hand and union representatives on the other, as well as an employee asked by the committee to take part in its work, is entitled to take leave from work upon notice to the employer with no loss of pay in order to attend meetings of the committee or to do work required by the committee.

7.14 For the purpose of attending all local or regional bargaining sessions, the employer gives leave with no loss of pay to employees designated by the union.

The number of employees to be given union leave is as follows

Number of employees in the bargaining unit on January 1 of each year	Number of employees to be given union leave
1-250	2
251-1000	3
1,001 or more	4

For the purpose of preparing for sessions on local arrangements and the local or regional bargaining sessions provided for in this clause, the parties may, by local arrangement, agree on union leave for employees.

7.15 For the purpose of applying this article, employees who are granted leave with no loss of pay receive remuneration equal to what they would receive if they were at work.

7.16 When a part-time employee is given paid union leave, this leave is taken into account for the purpose of calculating disability insurance benefits as well as allowances provided by the article on parental rights and job security benefits for layoffs.

7.17 The reference period for the purpose of applying the union leave quanta runs from April 1 to March 31.

7.18 Any employee called upon by the union, the FSSS-CSN or the CSN to take on permanent union duties (for a minimum of three (3) months) retains and accumulates seniority and retains the vested rights they had on the date of their departure.

The union must request this leave without pay in writing at least fifteen (15) days in advance and provide the employer with details as to the nature and probable length of the employee's absence.

7.19 If the duties do not constitute an elected position, the employee must return to the employer's service within fifteen (15) months of going on leave. If they do not so, they are considered to have resigned on the date on which they left the institution.

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

7.21 An employee who wishes to return to their job and who fulfills the conditions mentioned in clauses 7.18, 7.19 and 7.20 must give the employer at least fifteen (15) calendar days of notice if the union duties constituted an elected position, or thirty (30) calendar days of notice for a staff position.

7.22 If, however, the position the employee held at the time of going on leave is no longer available, the employer offers them another comparable position.

7.23 An employee performing union duties has the right to apply for a position that is posted and obtain it in accordance with the provisions of the collective agreement as if they were at work, providing that they can begin work within thirty (30) days of being appointed to the position.

7.24 An employee performing union duties may be covered by group insurance and/or the pension plan in force at the time if they pay the entire premium for the insurance and/or pension plan every month and if the contract clauses allow them to do so.

Subject to the provisions of clause 23.14, participation in the basic health insurance plan is mandatory and the person must pay the full amount of the required contributions and premiums.

7.25 No later than December 31 of each year, the FSSS-CSN sends the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) the list of employees who are officers for a national body, identifying the institution from which each one comes. This list may be modified by written notice from the FSSS-CSN to the CPNSSS at least fifteen (15) days in advance.

There are no more than thirty (30) days per year per employee of leave for this purpose, for a total of no more than three hundred (300) days per year for all institutions in the health and social services system.

An employee may take time off work with no loss of pay to perform their duties as an officer at a meeting of a national union body upon written request by the union to the employer at least ten (10) days in advance. A copy of the request is also sent to the CPNSSS.

7.26 Any paid or unpaid leave for an employee for union work stipulated by the collective agreement is granted providing that the employer can ensure the continuity of activities in the service, except for the leave for internal work agreed upon at least ten (10) days in advance.

ARTICLE 8

REMUNERATION

8.01 Employees receive the pay for the position they hold, unless provided otherwise by the parties at the national level.

8.02 In the case of a temporary displacement, an employee does not incur any reduction in pay.

8.03 Any provision granting an employee a pay guarantee or non-reduction in pay must be interpreted and applied as guaranteeing an hourly rate of pay or a non-reduction of the hourly rate of pay.

Despite the above, the pay guarantee or non-reduction in pay is on a weekly basis if an employee is transferred in the same status or bumps another employee who has the same status in the course of the application of the bumping procedure or a special measure provided for in Article 14.

No employee incurs a reduction in pay as a result of a promotion or a transfer.

8.04 An employee who is promoted starts at the rate of pay provided on the scale for the new job title that is immediately higher than the one they received in the job title they are leaving.

If the pay received by an employee in their new job title in the twelve (12) months following a promotion is less than what they would have received in the job title they left, the employee receives the pay they would have received in the job title they left from that date on until they advance through the scale on the anniversary of their promotion.

8.05 In the case of a demotion, an employee is located on their new pay scale at the echelon that corresponds to their years of service in the institution.

8.06 In the case of a promotion, the date of the statutory increase is the anniversary date of the employee's promotion.

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

8.08 In the case of a promotion, transfer or demotion, the employee is entitled to the provisions of Article 17 (Years of prior experience), if applicable.

8.09 When there is a shift change, there must always be a minimum period of sixteen (16) hours between the end and the resumption of work; if not, the employee is remunerated at time-and-one-half for the hours worked within the sixteen (16)-hour period.

The parties may in local arrangements reduce the minimum number of hours between the end and the resumption of work.

8.10 An employee on steady evening or night shifts who is assigned to a day shift for the purpose of acquiring training, skills or practical experience required to perform their duties on the evening or night shifts receives remuneration for the training period equivalent to what they would have received had they stayed on the evening or night shift.

Employee working in more than one position

8.11 An employee who works in different positions during a week receives the pay for the highest-paid position, providing they have worked in that position for half the normal work week.

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

8.12 An employee who works in different positions during one (1) week but is not entitled to the benefits of clause 8.11 receives the pay of the highest-paid position for the hours worked in that position, providing they have worked in it for the equivalent of one (1) regular day of work.

The equivalent of one (1) regular day of work must include a minimum period of two (2) continuous hours.

Part-time employees

8.13 Part-time employees are entitled to all the provisions of this collective agreement.

8.14 Their earnings are calculated in proportion to the hours worked.

8.15 Statutory holidays and annual vacation leave for a part-time employee are calculated and paid as follows.

1- Statutory holidays

5.7% applied to:

- pay, premiums[1] and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, paid with each pay cheque;

- the pay the employee would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment, paid with each pay cheque;

1.27% applied to disability insurance benefits received and paid with each pay cheque during the first twelve (12) months of disability.

[1] Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

2- Annual vacation leave:

One of the following percentages:

Years of service on April 30	Number of working days of annual vacation	Percentage %
Less than 17 years	20 days	8.77
17 years -18 years	21 days	9.25
19 years - 20 years	22 days	9.73
21 years - 22 years	23 days	10.22
23 years - 24 years	24 days	10.71
25 years or more	25 days	11.21

The percentage is applied to:

- pay, premiums[1] and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- the pay that the person would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment;

- the pay used to establish maternity, paternity, adoption or protective leave allowances;

- the pay used to establish disability insurance benefits during the first twelve (12) months of a disability, including that provided for an employment injury.

Fondaction and Bâtirente

8.16 Within thirty (30) days of an employee's request for a deduction at the source, the employer deducts the amount identified by the employee for contributions to Fondaction, Bâtirente or both. This deduction may be a fixed amount or a percentage of each pay cheque or a single annual amount. If the payroll system allows it, the employer adjusts the income taxes deducted at the source as permitted by tax regulations.

The employer stops deducting contributions thirty (30) days after an employee gives written notice to this effect.

The list of changes to be made in deductions must reach the employer between October 1 and October 31 or between March 15 and April 15 of each year.

8.17 The employer remits the contributions monthly, accompanied by a statement giving the name, address, date of birth, social insurance number and amount deducted for each employee. A copy of the statement is sent to the union.

[1] Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

8.18 The employer cannot be held accountable for any damages resulting from its deeds or omissions in relation to the deduction to be made at the source from an employee's pay under the terms of this article.

The employer agrees to rectify the situation as quickly as possible as soon as it is informed of the deed or omission.

Job titles, job descriptions and pay scales

8.19 Job titles, job descriptions and pay rates and scales are provided in the List of job titles, job descriptions and salary scales stemming from the December 15, 2005 Sessional Paper no. 2575-20051215 and subsequent modifications to it.

This document is called the "List of job titles, job descriptions and salary rates and scales in the health and social services network" and constitutes an integral part of this collective agreement.

The job descriptions give the main characteristics of the job titles. No stipulation in the List of job titles, job descriptions and salary rates and scales prevents an employee from being required to perform the duties they are authorized to perform by their membership in a professional order.

8.20 The employer pays employees the rates of pay provided for their job titles in the List of job titles, job descriptions and salary rates and scales in the health and social services network.

The job titles are grouped as follows:

Code 1000: Professionals;

Code 2000: Technicians;

Code 3000: Para-technical;

Code 4000: Trainees and students;

Code 5000: Office employees;

Code 6000: Trades and auxiliary services.

8.21 The number of weekly hours of work is the number provided for each job title.

The employer and the employee may, however, agree to a different distribution of work from the weekly hours of work for each job title, as long as the average weekly number of days and hours of work does not exceed the maximum number of days for a regular work week, which is five (5) days. The terms and conditions will be determined by the local parties. These terms and conditions do not affect stability of work teams and do not create overtime for the employee with a different distribution of work.

For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or an employee working on a replacement assignment is the one provided on the new schedule. The regular work week for a full-time employee or an employee replacing them fully is the one provided on the new schedule. For an employee who does replacement work on two (2) kinds of schedules, the regular work week is the one regularly scheduled for the job title.

8.22 When more than one (1) number of weekly hours of work is provided for a job title, the applicable number is the one that was provided for the job title or position in the 2000-2003 collective agreement.

Despite the above and subject to Letter of Agreement no. 54 regarding modification of the List of job titles for certain job titles, when a vacancy is posted or a position is newly created, the number of weekly hours of work applicable to the following job titles may be one of the number of weekly hours of work set out in the List of job titles, job descriptions and salary rates and scales in the health and social services network:

- human relations officer (1553);
- lawyer (1114);
- educator (2691);
- psycho-educator (1652);
- psychologist (1546);
- specialized education technician (2686);
- social worker (1550).

Furthermore, subject to Letter of Agreement no. 47 regarding modification of the List of job titles and increase in the number of weekly hours of work for employees working in the computer sector, when a vacancy is posted or a position is newly created, the number of weekly hours of work applicable to the following job titles may be one of the number of weekly hours of work set out in the List of job titles, job descriptions and salary rates and scales in the health and social services network:

- computer analyst (1123);
- specialized computer analyst (1124);
- computer technician (2123);
- specialized computer technician (2124);
- data processing operator, Class I (5108);
- data processing operator, Class II (5111).

The local parties may decide to apply a different number of weekly hours than what is prescribed for the job title or position as long as that number of hours is stipulated in the List of job titles.

In the case of a job title that has no prescribed number of weekly hours of work, the local parties may agree to make a joint request to the Ministère de la Santé et des Services sociaux (MSSS) to modify the job title in order to stipulate a new number of weekly hours of work, as authorized under clause 31.02.

8.23 Integration into pay scales

An employee employed by the institution on the date this collective agreement comes into force is integrated into the pay scale provided for their job title at the echelon corresponding to the one they had on the pay scale in force at the end of the previous collective agreement.

An employee who took on duties corresponding to one of the new job titles prior to the date this collective agreement comes into force is integrated into the pay scale provided for their new job title on the basis of the number of years of experience recognized in accordance with the provisions of Article 17 (Years of prior experience).

An employee hired after the date on which this collective agreement comes into force is integrated at the echelon corresponding to the number of years of experience recognized in accordance with the provisions of Article 17 (Years of prior experience) on the pay scale provided for their job title.

8.24 Application of pay scales

As of April 1 of each year, an employee is classified on the pay scale that becomes applicable on that date at the echelon corresponding horizontally to the one they had on the preceding March 31.

Advancement on the pay scale

8.25 If the number of echelons on the pay scale permits it, each time an employee completes one year of service in their job title they advance to the echelon immediately higher than their current one.

For the purpose of applying the previous paragraph, each day of work by a part-time employee equals 1/225th of a year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of service.

A part-time employee's days of leave for union work, excluding those provided for in clauses 7.18 to 7.20, are deemed to be days of work for the purpose of advancement on the pay scale.

Furthermore, valid experience acquired in a comparable job title is recognized for a part-time employee. The employee may ask the employer for an attestation of experience once each calendar year.

However, the year or fraction of a year of service acquired as well as days of work accumulated in 1983 are not credited for the purpose of determining an employee's date for advancement to the next echelon on the pay scale.

8.26 For part-time employees, days worked since January 1, 1989 in the same job title in another institution in the system are recognized for the purpose of advancing on the pay scale. A part-time employee may request a written attestation of days worked from each employer once each calendar year.

When the number of days accumulated in this way equals one year of service, the employee is credited, as of the date the attestation is remitted, with one year of service for the purpose of advancing on the pay scale.

Each day of work equals 1/225th year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of service.

In no case, however, may the application of this clause enable a part-time employee to advance more than one echelon within a twelve (12)-month period.

Classification and reclassification

8.27 Within ninety (90) days of the date this collective agreement comes into force, the employer will:

a) specify each employee's job title in writing;

b) proceed with the necessary reclassifications.

8.28 An employee may request a reclassification at any time during the term of the collective agreement. The employer proceeds with the necessary reclassification as applicable.

8.29 The adjustment of a reclassified employee's earnings under the terms of the preceding clause is retroactive to the date the employee began to perform the duties that warrant their reclassification, but not prior to the date this collective agreement comes into force.

8.30 An employee who has a bachelor's degree in nursing and holds a nursing position is reclassified in that position to the job title of nurse clinician, providing that they undertake to perform the duties of that job title. The reclassification is completed when the employee provides the employer with their diploma or a final transcript attesting that they completed the degree.

An employee who has a bachelor's degree in nursing and who is excluded from the incumbency process provided under Appendix V of this collective agreement is reclassified to the job title of nurse clinician, on the same condition as in the first (1st) paragraph.

8.31 Employees off the rates or scales

A) An employee whose rate of pay on the day preceding the date when rates of pay and pay scales are increased is higher than the flat rate or maximum of the pay scale in effect for their job title is, on the date that pay rates and scales are increased, entitled to a minimum rate of increase equal to half of the percentage increase applicable on April 1 of the period in question over the previous March 31 to the flat rate or top echelon on the scale corresponding to their job title on the previous March 31.

B) If the effect of applying the minimum rate of increase as defined in the above paragraph is to give an employee who was off the rate or off the scale on March 31 of the previous year a rate of pay that on April 1 is lower than the top echelon of the scale or the flat rate of pay corresponding to their job title or class, the minimum rate of increase is raised to the percentage necessary to give the employee the level of this echelon or flat rate of pay.

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

D) Payment of the lump sum is divided and spread over each pay period in proportion to the regular hours remunerated for each pay period.

8.32~~0~~ An employee concerned by the provisions regarding the exemptions provided under clause 29 and following of Schedule 4 of the Act respecting conditions of employment in the public sector (R.S.Q., 2005, c. 43) and who is considered to be off the rate or off the scale is subject to the following provisions:

1- The full difference between the pay they received before reclassification and the new rate of pay to which they are entitled is paid to them as a lump-sum payment during the first three (3) years following the reclassification;

2- Two thirds (2/3) of the difference between the pay they received before reclassification and the new rate of pay to which they are entitled in the fourth (4th) year is paid to them in the same manner during the fourth (4th) year;

3- One third (1/3) of the difference between the pay they received before reclassification and the new rate of pay to which they are entitled in the fifth (5th) year is paid to them during the fifth (5th) year.

4- The lump-sum amounts are divided and paid with each pay period in proportion to the regular hours remunerated for each pay period.

5- The lump sum is considered to be part of pay for the purpose of applying the following provisions of the collective agreement:

a) provisions on calculating allowances provided under parental rights;

b) provisions on calculating disability insurance benefits;

c) provisions on calculating layoff benefits;

d) provisions granting an absent employee the same pay they would receive if they were at work;

e) provisions granting part-time employee a percentage of their pay as remuneration for the various forms of leave provided for in the collective agreement.

8.33 General parameters of raises in pay

A) Period from April 1, 2020 to March 31, 2021

Each rate of pay and pay scale[1] in force on March 31, 2020 is increased by 2.00%,[2] effective April 1, 2020.

B) Period from April 1, 2021 to March 31, 2022

Each rate of pay and pay scale[1] in force on March 31, 2021 is increased by 2.00%,[2] effective April 1, 2021.

C) Period from April 1, 2022 to March 31, 2023

a) Each rate of pay and pay scale[1] in force on March 31, 2022 is increased by 2.00%,[2] effective April 1, 2022.

b) Nevertheless, the applicable rates of pay and pay scales[1] are only those set out in the structure in Appendix CC.[23]

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

2 The clauses of the collective agreements concerning employees off the rate or off the scale apply, however. This is clause 8.31 in the FSSS-CSN collective agreement.

3 The job title rankings are stipulated in Appendix DD, subject to amendments agreed upon by the parties, as applicable. The job title number takes precedence if there are differences in the wording of a job title.

8.34 Additional remuneration

A) Payment for work done between April 1, 2019 and March 31, 2020

An employee is entitled to additional remuneration[1] according to their ranking in the following table for each hour remunerated between April 1, 2019 and 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 higher	$0.33

This additional remuneration is paid in a single payment within thirty 30) days of signature of the agreement.

B) Payment for work done between April 1, 2020 and March 31, 2021

An employee is entitled to additional remuneration[2] corresponding to $0.30 for each hour remunerated between April 1, 2020 and March 31, 2021.

This additional remuneration is paid in a single payment with the pay preceding January 15, 2022.

[1] Remunerated hours are considered to include hours for which an employee received disability insurance benefits, maternity, paternity or adoption leave benefits, allowances provided for parental leave, as well as those paid by the CNESST, IVAC and SAAQ, and those paid by the employer for work accidents, if applicable.

[2] Remunerated hours are considered to include hours for which an employee received disability insurance benefits, maternity, paternity or adoption leave benefits, allowances provided for parental leave, as well as those paid by the CNESST, IVAC and SAAQ, and those paid by the employer for work accidents, if applicable.

8.35 Indexation technique

Pay scale rates are expressed as hourly rates. When the general indexation parameters or other enhancements of pay rates and scales are applied, they apply on the hourly rate and are rounded off to the nearest cent, with the exception of regular teachers and teachers in aeronautics, for whom they apply on the annual rate and are rounded off to the nearest dollar.

For the purposes of publishing collective agreements, the number of weeks to be used for calculating the annual rate is 52.18. The annual rate is rounded off to the nearest dollar.

The job titles under clause 8.36 are increased as described in those paragraphs.

When an amount is rounded off to the nearest cent, it must be done as follows:

- When the decimal point is followed by three (3) digits or more, the third (3rd) and following 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) is increased by one unit and the third (3rd) and following are dropped.

When an amount is rounded off to the nearest dollar, it must be done as follows:

- When the decimal point is followed by one (1) or more digits, the first (1st) and following 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 increased by one unit and the first (1st) and following decimal places are dropped.

8.36 Determination of pay rates and scales applicable to special cases

The method set out in paragraphs 1 b) and 2 is used when an indexation parameter or other enhancement is applied so as to preserve the link with the structure of remuneration for all employees in the health and social services system, school service centres, school boards and colleges.

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

a) Class 1

The pay scale for Class 1 of job titles 2688 and 2691 is that provided in accordance with their ranking in Appendix DD.

b) Class 2

Integration officers (2688) and educators (2691)

Echelons 2 to 13 for Class 2 of job titles 2688 and 2691 are respectively echelons 1 to 12 of the pay scale for Class 1 of the same job title.

Echelon 1 applicable to Class 2 is determined as follows:

$$\text{Échelon 1, Classe 2} = \text{Échelon 1, Classe 1} \;/\; (\text{Interéchelon moyen, Classe 1})$$

All rounded off to the nearest cent.

The average inter-echelon is determined as follows:

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

The length of stay at this echelon is annual.

2. Tied jobs

The pay rate or scale for each of the job titles identified in Appendix EE is modified so as to ensure a differential with each echelon of the reference job title.

The pay rate or scale for the tied job is determined as follows:

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

where n = the number of the echelon

All rounded off to the nearest cent.

The percentage of adjustment is set out in Appendix EE.

When a tied job title has only one echelon, the adjustment is calculated from echelon 1 of the reference job title.

In the case of trades apprentices, the reference job title corresponds to the average of flat rates for the reference job titles.

The provisions of this clause are not intended to modify the number of echelons for the tied job.

8.37 Increases in premiums and supplements

Every premium and every supplement, with the exception of fixed premiums and supplements expressed as a percentage, are increased starting on the same date and with the same general parameters for raises in pay as set out in clause 8.33 paragraphs A) and B) and the first sub-paragraph of paragraph C). The fixed premium is as follows:

- seniority.

The rates of these premiums and supplements appear in the collective agreement.

8.38 Other terms and conditions

For temporary premiums expressed as percentages as set out in the Public Health Act (RSQ, c S-2.2),[1] no retroactivity will be paid between the dates the orders came into force and the date of signing of the collective agreement on increases set out in clause 8.33 paragraphs A) to C) as well as any other enhancements of pay rates or scales agreed on or identified as of April 1, 2020.

[1] This also includes employees in the education and public service sectors who have been redeployed to the health and social services system, with the necessary adjustments.

Furthermore, financial compensation, allowances, lump sum amounts and any other amount set out in the orders arising from the Public Health Act (RSQ, c S-2.2) are not covered by the increases set out in clause 8.33 paragraphs A) to C) and are therefore not retroactive.

8.39 Remuneration for Christmas and New Year's Day

The regular pay for an employee who actually works on Christmas Day or New Year's Day is the rate of pay provided on their pay scale increased by fifty per cent (50%).

8.40 Special provision

Despite the phrases "as if they were at work," "without loss of remuneration," or any other wording to the same effect in this collective agreement, evening and night shift, enhanced evening and night shift and weekend shift premiums are only taken into account and paid if the shifts are actually worked. Similarly, the shift rotation premium is not taken into account or paid during any absence provided for under the collective agreement.

ARTICLE 9

PREMIUMS

9.01 Seniority premium

The pay of an employee with ten (10) or more years of seniority is raised by five dollars ($5.00) per week.

However, an employee whose pay is higher than the scale provided for in the collective agreement receives only the difference between their pay scale and the above-mentioned amount.

This article does not apply for employees whose pay scales have ten (10) echelons or more. For employees whose scales have ten (10) echelons or more, however, and for retroactivity calculation purposes only, the seniority premium is not considered to be part of pay.

9.02 Team leader premium

Employee in the class of paratechnical, auxiliary services and trades personnel or in the class of office personnel and administrative technicians and professionals, with the exception of professionals and technicians (codes 1000 and 2000) who, under the direction of the service head and while working themselves, see to the training and co-ordination of the work of a group of employees in their class of personnel.

This employee 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 for their job title, except in the case of job titles with six (6) echelons or more, in which case the premium is added to the pay actually paid to the employee.

9.03 Assistant team leader premium

Employee in the class of paratechnical, auxiliary services and trades personnel or in the class of office personnel and administrative technicians and professionals, with the exception of professionals and technicians (codes 1000 and 2000) who shares the responsibilities of the team leader and replaces the latter during their absence.

This employee 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 ($)
21.04	21.46	21.89

more than the maximum of the scale for their job title, except in the case of job titles with six (6) echelons or more, in which case the premium is added to the pay actually paid to the employee.

9.04 The duties of team leaders and assistant team leaders are assigned in accordance with the criteria provided in the provisions on voluntary transfers. Applications for these duties are limited, however, to employees in the class for which such duties are required.

9.05 Supervision and responsibility premium

Technicians or professional employees in the class of office personnel and administrative technicians and professionals (codes 1000 and 2000) or the class of health and social services technicians and professionals who are entrusted with supervision of and responsibility for a group consisting of at least four (4) employees, regardless of their job titles and class of personnel, receive a premium of 5% of their hourly rate of pay, plus the additional remuneration under Article 2 of Appendix O, if applicable.

This premium cannot be paid to employees whose job title includes responsibility for supervision and coordination.

9.06 Intern supervision premium

Employees in the class of paratechnical, auxiliary services and trades personnel, the class of office personnel and administrative technicians and professionals or the class of health and social services technicians and professionals receive a premium of 2% of their hourly rate of pay, plus the additional remuneration under Article 2 of Appendix O, if applicable, for every shift during which they are assigned to supervise one or more interns doing an internship as part of a recognized academic program required for a degree.

This premium cannot be combined with the supervision and responsibility premium and cannot be paid to employees whose job title includes training or teaching.

9.07~~5~~ Evening and night shift premiums

Evening or night shift premiums, as the case may be, are as follows.

1- Employees working their entire shift between 2:00 p.m. and 8:00 a.m.

Each time, such an employee receives an evening or night shift premium, as the case may be, in addition to their pay.

A) Evening shift premium

The evening shift premium is the greater of four per cent (4%) of the employee's daily pay plus, if applicable, the responsibility premium or supplement and the additional

remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, 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

B) Night shift premium

The premium is as follows:

- for an employee with between 0 and 5 years of seniority, eleven per cent (11%) of their daily pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- for an employee with between 5 and 10 years of seniority, twelve per cent (12%) of their daily pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- for an employee with 10 or more years of seniority, fourteen per cent (14%) of their daily pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O.

2- Employees who work most of their shift after 2:00 p.m.

An employee whose shift begins before 2:00 p.m. who works most of their shift after 2:00 p.m. receives, in addition to their pay, an evening shift premium for the hours worked after 2:00 p.m. each time they do so.

The evening shift premium is the greater of four per cent (4%) of the employee's hourly pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, 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

3- Employees who work only part of their shift between 7:00 p.m. and 7:00 a.m.

In addition to their pay, these employees receive an hourly premium for each hour worked.

A) Between 7:00 p.m. and midnight

The premium is the greater of four per cent (4%) of the employee's hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, 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

B) Between midnight and 7:00 a.m.

The premium is as follows:

- for an employee with between 0 and 5 years of seniority, eleven per cent (11%) of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- for an employee with between 5 and 10 years of seniority, twelve per cent (12%) of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- for an employee with 10 or more years of seniority, fourteen per cent (14%) of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O.

9.08 Enhanced evening and night shift premiums

A) Enhanced evening shift premium

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days on evening and/or night shifts, including the shifts that are part of their position, as the case may be, receives an enhanced evening shift premium of 8% of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O instead of the evening premium that would apply under sub-clauses 1, 2 or 3 of clause 9.07

B) Enhanced night shift premium

Except for employees covered by Appendix L, an employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days on evening and/or night shifts, including the shifts that are part of their position, as the case may be, receives the following enhanced night shift premium instead of the night shift premium applicable under sub-clauses 1, 2 or 3 of clause 9.07:

- for an employee with between 0 and 5 years of seniority, fourteen per cent (14%) of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- for an employee with between 5 and 10 years of seniority, fifteen per cent (15%) of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- for an employee with 10 or more years of seniority, sixteen per cent (16%) of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O.

For full-time employees working on steady nights, the parties may agree in local arrangements to convert some or all of the above-mentioned premium into time off, providing that such an arrangement does not entail any additional costs.

For the purpose of applying the previous paragraph, the rate for converting night shift premiums into paid days off is as follows:

14% equals 28 days;
15% equals 30 days;
16% equals 32 days.

The minimum availability requirements mentioned in this clause do not prevent a part-time employee from offering availability on the day shift.

The terms and conditions set out in clause 9.07 apply to these enhanced premiums.

9.09 Day/evening, day/night or day/evening/night shift rotation premium

A) An employee who holds a position that involves rotating shifts receives a premium when the percentage of time worked on the evening or night shift in their position is equal to or greater than 50% of the rotation cycle.

1. Day/evening shift rotation premium

The day/evening shift rotation premium is equal to 50% of the evening shift premium for all hours worked on the day shift in the employee's position.

2. Day/night shift rotation premium

The day/night shift rotation premium is equal to 50% of the night shift premium for all hours worked on the day shift in the employee's position.

3. Day/evening/night shift rotation premium

The day/evening/night shift rotation premium is equal to 50% of the weighted average of the evening and night shift premiums, based on the number of hours worked on these shifts. The rate thus obtained is applied to all hours worked on the day shift in the employee's position.

The applicable evening and night shift premiums are established in accordance with the provisions of clauses 9.07 or 9.08.

At the end of their initiation and trial period on a position involving rotating shifts, an employee who is kept in the position is paid the premium retroactively to their first (1st) day of work on the day shift in the position.

B) An employee who does replacement work in a position covered by paragraph A) is entitled to this premium when the percentage of time 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 once they have worked the evening or night shift portion of the rotation cycle, as the case may be. In the case of a rotation cycle of six (6) months or more, however, the employee is paid the premium retroactively to the first day worked on the day shift once they have worked the equivalent of 50% of the evening or night shift portion of the rotation cycle, as the case may be.

If the employee does not work at least 50% of their rotation cycle on evenings or nights, the employer recovers the premium paid for the hours worked on the day shift.

"Rotation cycle" means the period during which an employee works a defined number of shifts alternating between days and evenings, days and nights or days, evenings and nights.

For the purpose of calculating the percentage of time worked under this clause, leave without pay for studies, part-time leave without pay for studies, leave under parental rights, leave for family responsibilities and all other authorized paid absences provided for in the collective agreement, with the exception of leave with deferred pay, are deemed to be time worked.

9.10 Weekend premium

The weekend premium is equal to four per cent (4%) of the hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O. This premium is paid to an employee required to work their full shift or shifts between the beginning of the evening shift on Friday and the end of the night shift on Monday.

Despite the above, in the case of a employee in the class of nursing and cardio-respiratory care personnel who holds a full-time position and works in a service in which service is provided twenty-four (24) hours a day, seven (7) days a week, the amount of the premium under the previous paragraph is eight per cent (8%) of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, when the employee works their entire shift between the start of the Friday evening shift and the end of the Monday night shift, providing they work all the shifts on their schedule during that period.

9.11 Evening and night shift, enhanced evening and night shift and weekend premiums are only taken into account or paid when the shifts are actually worked. Similarly, the shift rotation premium is not taken into account or paid during any absence provided for under the collective agreement.

9.12 Split-shift premium

An employee who must interrupt their work for a period of time exceeding the time provided to have meals, or who must interrupt their work more than once during the day except for rest periods provided for in clause 25.07, receives 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

per day in addition to their regular pay.

9.13 Premium for sorting soiled linen

An employee in a laundry service who is assigned on a continuous basis to sorting and dispatching soiled linen to the washing area 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 ($)
27.30	27.85	28.41

in addition to their pay. An employee who is assigned on a non-continuous basis receives an hourly premium of

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

in addition to their pay for each hour spent doing this work.

9.14 Premium for operating an incinerator

A 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

per week is paid to an employee who, within an area specifically equipped for this purpose, is continuously assigned to the operation and maintenance of incinerators.

9.15 Training incentive premium (youth and child protection centre mission)

Every full-time employee working for the employer on the date this collective agreement comes into force receives a training incentive premium each time they successfully complete a fifteen (15) - credit segment leading to a social work technician diploma in the amount 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 with the job title of social aide, social work technician or contributions technician successfully completes thirty (30) credits), the employee advances an additional echelon on their pay scale.

If, however, an employee obtains an additional echelon following the completion of some or all of the 15 credits, they cannot receive the training incentive premium provided for in the first (1st) paragraph of this clause.

The premium is only paid once for a given set of credits completed.

Equivalences and exemptions are not taken into account.

9.16 Critical care and enhanced critical care premium

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

The critical care covered by this premium includes the coronary unit and the following services or departments:

- emergency;
- intensive care unit;
- neonatal unit;
- major burn unit;
- air-borne medical evacuation service (ÉVAQ, for service d'évacuations aéromédicales du Québec).

A) Critical care premium

In the above-mention critical care units, an employee concerned receives a premium of 12% of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O.

B) Enhanced critical care premium

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days, including the shifts that are part of their position, as the case may be, in any of the above-mentioned critical care services or units receives an enhanced critical care premium of 14% of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of

Appendix N or Article 2 of Appendix O instead of the premium stipulated in sub-clause A of this clause.

The minimum availability requirements mentioned in this clause do not prevent an employee from offering availability in other services.

9.17 Specific critical care premium and enhanced specific critical care premium

This clause applies to employees covered by the first (1st) sub-clause of clause 9.16.

The services covered by this clause for the application of the specific critical care premium and enhanced specific critical care premium are the following:

- operating rooms (including the recovery room);
- obstetrical rooms (covers only the operating room equipped for doing caesarians);
- obstetrical care (mother-child) units;
- hemodynamics.

A) Specific critical care premium

The specific critical care premium applies to the hours worked in the services mentioned in the second (2nd) paragraph of this clause.

An employee concerned receives a specific critical care premium of 6% of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O.

B) Enhanced specific critical care premium

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days, including their position, as the case may be, in any of the services mentioned in the second (2nd) paragraph of this clause receives the following enhanced specific critical care premium for hours worked in these activity centres instead of the premium set out in sub-clause A of this clause.

An employee concerned receives an enhanced specific critical care premium of 7% of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O.

The minimum availability requirements mentioned in this clause do not prevent an employee from offering availability in other services.

9.18 Lump sum for employees in the class of office personnel and administrative technicians and professionals working in the emergency room

Employees working in the emergency room receive a lump sum of one hundred and ninety-five dollars ($195) for each four hundred (400) hours actually worked, providing that they hold one of the following job titles:

- Administrative officer, Class 1 – administrative sector (5312);
- Administrative officer, Class 1 – secretarial sector (5311);

- Administrative officer, Class 2 – administrative sector (5315);
- Administrative officer, Class 2 – secretarial sector (5314);

- Administrative officer, Class 3 – administrative sector (5317);
- Administrative officer, Class 3 – secretarial sector (5316);

- Administrative officer, Class 4 – administrative sector (5319);
- Administrative officer, Class 4 – secretarial sector (5318);

- Medical secretary (5322).

Hours actually worked include overtime and exclude annual vacation leave, sick leave and other remunerated absences.

The lump sum is paid when the number of hours stipulated in the first (1st) paragraph is worked, and there is no prorated payment of this lump sum.

The lump sum is not contributory for pension plan purposes.

9.19 Residential and long-term care centre (CHSLD) premium

Employees holding one or more job titles in one or more of the following groups of job titles receives the CHSLD premium or the enhanced CHLSD premium, as the case may be, for hours worked in residential and long-term care centres:

- Nurse clinician;
- Specialty nurse practitioner;
- Nurse;
- Nursing assistant;
- Respiratory therapist;
- Beneficiary attendant.

The activity centres or sub-centres covered are the following:

- 6060: Nursing care for persons with reduced independence;
- 6160: Assistance care for persons with reduced independence;
- 6270: Residential and long-term care unit for adults with a psychiatric diagnosis;
- 6271: Long-term nursing care – clients formerly in psychiatric institutions;
- 6272: Long-term assistance care – clients formerly in psychiatric institutions;

- 6273: Long-term nursing care – other clients with a psychiatric diagnosis;
- 6274: Long-term assistance care – other clients with a psychiatric diagnosis.

The premiums mentioned in paragraphs A) and B) of this clause apply to hours actually worked in a covered activity centre or sub-centre, including overtime hours and hours of authorized paid absences.[1]

A) CHSLD premium

The employee receives the following hourly premium for hours actually worked:

Rate 2021-06-21 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
1.49	1.52

B) Enhanced CHSLD premium

An employee who works all of the hours stipulated for their job title receives the following enhanced hourly premium for hours actually worked in a covered activity centre or sub-centre, instead of the premium provided under paragraph A):

Rate 2021-06-21 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
1.99	2.03

For the purpose of entitlement to the enhanced premium, hours worked include regular hours and authorized paid absences, but do not include overtime.

9.20 The local parties may agree to convert the premiums and supplements provided for in the collective agreement into paid time off.

[1] For the purpose of this clause, hours actually worked also include union leave with no loss of pay or for which the employee receives equivalent remuneration to what they would receive if they were at work.

ARTICLE 10

DISPUTE SETTLEMENT PROCEDURE

In the event of grievances or disagreements concerning employees' working conditions, the employer and the union use the following procedure.

10.01 An employee, acting alone or accompanied by one or more union representatives, has thirty (30) calendar days from learning of the facts from which a grievance arises, but within a period of no more than six (6) months from the occurrence leading to the grievance, to submit it in writing to the head of personnel or the latter's representative. The latter has five (5) calendar days to give the person filing the grievance a response in writing.

The union may also file a grievance on behalf of an employee unless the employee objects.

The time limits of thirty (30) days and six (6) months, as well as the ninety (90) days stipulated in clause 3.09, as the case may be, are mandatory.

10.02 The parties have ninety (90) days from when a grievance is filed to have a meeting during which they exchange information about the dispute. This meeting takes place within thirty (30) days of when a grievance is filed in cases of grievances on dismissals, disciplinary or administrative suspensions for five (5) days or more or psychological harassment.

Within seven (7) days of this meeting or the expiry of the time limit for having it, the parties inform each other of their respective positions on the grievance.

10.03 An employee nevertheless has six (6) months from the time of the occurrence giving rise to a grievance to submit the grievance in writing to the head of personnel or the latter's representative in the following cases, as well as the corresponding provisions in the appendices:

1- years of past experience;

2- pay and job titles;

3- premiums;

4- quantum of disability insurance benefits;

5- eligibility for disability insurance benefits.

10.04 If several employees collectively or the union as such deem they have been aggrieved, the union may submit a written request for an investigation and ruling by following the procedure described above.

10.05 The date of the latest occurrence leading to the grievance is deemed to be the starting date for calculating the six (6)-month time limit.

10.06 Filing of a grievance under clause 10.01 in itself constitutes an application for arbitration.

10.07 An employee who leaves the employer's service before receiving the total amounts due to them under this collective agreement may use the grievance and arbitration procedure to claim these amounts.

10.08 The negotiating parties may agree that one or more grievances are national in scope and consequently handle them in a single arbitration case.

Workload committee

10.09 A workload committee is struck within sixty (60) days of when the collective agreement comes into force.

10.10 The committee is composed of a maximum of three (3) members appointed by the employer and a maximum of three (3) members appointed by the union.

10.11 The committee's mandates are to:

1- examine employees' complaints about excessive workloads;
2- consult employees to identify problems related to workloads;
3- analyse and discuss workloads with a view to averting difficulties and solving problems experienced by employees;
4- work to prevent excessive workload issues.

For the purposes of the above-mentioned mandates, each party may add resource people as needed.

The committee meets to handle the mandates set out in 10.11-1 and 10.11-2 within ten (10) days of receiving a written request to this effect from either party.

The procedure set out in clauses 10.12 and following only apply for the mandate set out in 10.11-1.

Procedure in the event of a complaint about an excessive workload

10.12 The workload committee meets at the request of either party within five (5) days of receiving a written complaint about an excessive workload.

10.13 The committee must render a written decision within twenty (20) days of the request for a meeting if the request comes from one employee, and within twenty-five (25) days if it comes from more than one employee. Each party has one vote on the decision to be rendered.

10.14 A unanimous decision is binding. If there is no unanimous decision following a meeting of the workload committee, or if the workload committee has not met by the deadline stipulated in clause 10.11 through the employer's fault, the union may apply for arbitration within the following fifteen (15) days by sending the employer notice.

10.15 If the committee finds that there is an excessive workload, it may issue recommendations regarding the measures to be taken to remedy it.

10.16 The parties may proceed before an arbitrator chosen by mutual consent or, following a request to the registrar, before an arbitrator appointed by the Registry from the list of arbitrators drawn up for this purpose.

10.17 The arbitrator determines whether there is a work overload (excessive workload) and orders the employer to remedy it, as the case may be. The choice of methods for doing so is up to the employer.

10.18 The arbitrator has twenty (20) days from the date of the hearing to render a decision.

10.19 At the union's request, the arbitrator sits between the thirtieth (30th) and sixtieth (60th) day following the ruling to determine whether the measures taken by the employer have in fact eliminated the work overload (excessive workload). If they have not, the arbitrator determines the measures to be taken to eliminate the overload (excessive workload).

10.20 An overload (excessive workload) is assessed in relation to the workload usually required in the institution.

10.21 The time limits stipulated in this procedure for excessive workloads may be modified with the parties' consent.

ARTICLE 11

ARBITRATION

11.01 If the parties do not reach a satisfactory settlement, either party may demand that the grievance or disagreement be heard in arbitration by sending the other party notice.

This notice may not be sent before the time limit stipulated in clause 10.02 expires or, if the meeting does not take place, before the ninety (90) or thirty (30) days stipulated in that same clause expires. This notice may be sent at any time if the parties agree that the meeting will not take place.

11.02 Unless they agree otherwise, the parties must use the summary procedure for the following matters covered by the articles of the collective agreement or corresponding articles of the appendices:

- recall list for claims of less than five (5) days;
- posting of notices;
- hours of work and work week;
- overtime, for claims of less than five (5) days;
- statutory holidays;
- choice of annual vacation leave;
- uniforms;
- meals, locker room and dressing room;
- transportation of users;
- health and safety;
- loss or destruction of personal belongings;
- activities with users outside the institution.

For other matters the parties may agree to proceed using the summary procedure or, if not, using the regular procedure.

11.03 The arbitration hearing takes place at the institution unless no room is available for this purpose.

Summary procedure

11.04 Within sixty (60) days of when the collective agreement comes into force or at any other time agreed upon by them, the local parties strive to agree on the choice of an arbitrator. The arbitrator is appointed for a period of two (2) years from the time the parties agree on the choice.

If the parties fail to agree on the choice of an arbitrator, either of them may send each grievance to the registrar, indicating that it is a grievance covered by the summary procedure.

As soon as notification is received, the registrar appoints an arbitrator from the list of arbitrators set out in the collective agreement. The registrar must appoint them in turn in accordance with their stated availability for the summary procedure, and give priority to assigning them in accordance with the following three (3) regional lists:

Eastern sector	Central sector	Western sector
Baillargeon, Renée	Boudreau, Patrice	Bertrand, Richard
Côté, Gabriel M.	Corriveau, Alain	Blouin, Julie
Desjardins, Denis	Côté, Robert	Brassard, Claire
Gagnon, Huguette	Houde, Rosaire S.	Brière, Jean-Yves
Garneau, Dominic	Ménard, Jean	Clément, Jean-Guy
Laforge, J.F.	Morin, Marcel	Daviault, Pierre
Morency, Jean M.	Provençal, Denis	Doyon, Louise
Roy, Dominique-Ann		Dubois, André
		Duranleau, Michel J.
		Fabien, Claude
		Faucher, Nathalie
		Flynn, Maureen
		Garzouzi, Amal
		Giroux, Bernard
		Hamelin, François
		Korozs, Valérie
		Lamy, Francine
		Laplante, Pierre
		Lecompte, Natasha
		Lévesque, Éric
		Martin, Claude
		Massicotte, Nathalie
		McCrory, Michael P.
		Nadeau, Denis
		Ranger, Jean-René
		Rivest, Robert L.
		Roy, Claude
		Roy, Dominique-Ann
		Roy, Pierre-Georges
		St-André, Yves
		Tremblay, Frédéric
		Villagi, J. Pierre

- The Eastern sector includes the following regions: Bas St-Laurent, Saguenay-Lac-St-Jean, Capitale-Nationale, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.
- The Central sector includes the following regions: Mauricie-Centre-du-Québec, Estrie and Chaudière-Appalaches.
- The Western sector includes the following regions: Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and the James Bay Cree Territory.

At the end of an arbitrator's two (2)-year mandate, the parties agree to renew the arbitrator's mandate or give the mandate to another arbitrator. If they fail to agree, the provisions of the second (2nd) and third (3rd) paragraphs of this clause apply.

11.05 Hearings on grievances under this procedure are limited to one (1) day per grievance.

11.06 The arbitrator must hear the dispute on the merits before rendering a decision on a preliminary objection, unless they are able to rule on the objection immediately; afterwards, at the request of either party, they must give the reasons for the decision in writing.

11.07 No document may be filed after the hearing has ended except for case law, which must be filed within a maximum of five (5) days.

11.08 The arbitrator must hold the hearing within fifteen (15) days of the date on which the case is assigned to them and render a decision in writing within fifteen (15) days of the hearing.

11.09 The arbitrator's ruling constitutes a specific case.

11.10 Arbitrators chosen in accordance with the summary procedure have the powers conferred upon them by the Labour Code (CQLR c C-27).

Regular procedure

11.11 The case is heard by a single arbitrator unless the parties agree to proceed before an arbitrator with an assessor appointed by each party.

11.12 The principal duty of the assessors appointed by each party, if any, is to assist the arbitrator and represent their respective parties during the hearing and deliberations.

11.13 The arbitrator may sit or deliberate in the absence of an assessor if the latter has been duly notified of the meeting in writing at least ten (10) days in advance.

11.14 The parties may proceed before an arbitrator who has been chosen by mutual consent rather than an arbitrator appointed by the chief arbitrator.

11.15 Either party may submit a grievance to arbitration by sending notice to the registrar and indicating the name of its assessor on the notice, if applicable.

11.16 In the case of grievances concerning the dismissal of an employee, an administrative measure permanently affecting their employment relationship or a disciplinary or administrative suspension of five (5) days or more, the following procedure applies.

At least thirty (30) days before the date of the hearing, the parties hold a preparatory conference call in which the arbitrator participates. The following elements are presented:

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

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

3- the number of witnesses that the parties intend to call;

4- the nature of expert opinions and the experts called to testify, if applicable;

5- how long they expect the evidence to take;

6- admissions;

7- preliminary objections;

8- ways of proceeding quickly and efficiently at the hearing, including the scheduled dates of hearing.

If it becomes necessary for a party to make a change to one of the above-mentioned elements to support its case, it must first so inform the arbitrator and the other party.

11.17 In the case of a disciplinary measure, the burden of proof lies with the employer.

11.18 In any case involving a disciplinary measure, the arbitrator may:

1- reinstate the employee with full compensation;

2- uphold the disciplinary measure;

3- render any other decision deemed fair under the circumstances, including, if applicable, determining the amount of compensation and damages to which an unfairly treated employee is entitled.

11.19 In any case involving an administrative measure under clause 5.12, the arbitrator may:

1- reinstate the employee with full compensation;

2- uphold the administrative measure.

11.20 In the case of a grievance concerning the criteria for filling a position, the burden of proof lies with the employer.

11.21 If the arbitrator rules that a sum of money should be paid, they may order that the sum bear interest at the legal rate provided for by the Labour Code (CQLR c C-27) as of the date on which the grievance was filed.

11.22 In no case, however, may the arbitrator order more than six (6) months of retroactive payments from the date on which the grievance was filed.

11.23 When a grievance involves a claim for a sum of money, the union may first ask the arbitrator in the case to rule on the right to it without being obliged to establish the sum of money being claimed. If the arbitrator rules that the grievance is partly or entirely founded and if the parties do not agree on the sum to be paid, the dispute is submitted to the arbitrator for a final decision by simple written notice, with a copy of the notice sent to the other party. In such a case, the provisions of this article apply.

11.24 If the date on which the employee learned of the event leading to the grievance is challenged, the arbitrator decides it on the basis of the evidence.

11.25 The arbitrator does not have the power to modify the text of this collective agreement under any circumstances.

11.26 The arbitrator and assessors, if any, have the powers conferred upon them by the Labour Code.

11.27 Following the hearing on a grievance, the arbitrator must, at the request of either party, rule on whether the grievance or the refusal to allow it is frivolous.

Registry

11.28 A Registry is established to administer grievance arbitration.

11.29 In order to ensure its full operation, the Ministère de la Santé et des Services sociaux grants the Registry an annual budget, after consultations with the parties, the chief arbitrator and the registrar.

11.30 The chief arbitrator and arbitrators are the following for the duration of the collective agreement:

CHIEF ARBITRATOR: François Hamelin

ARBITRATORS:

Baillargeon, Renée
Bertrand, Richard
Blouin, Julie
Boudreau, Patrice
Brassard, Claire
Brière, Jean-Yves
Clément, Jean-Guy
Corriveau, Alain
Côté, Gabriel M.
Côté, Robert
Daviault, Pierre
Desjardins, Denis
Doyon, Louise
Dubois, André
Duranleau, Michel J.
Fabien, Claude
Faucher, Nathalie
Flynn, Maureen
Gagnon, Huguette
Garneau, Dominic
Garzouzi, Amal
Giroux, Bernard
Hamelin, François
Houde, Rosaire S.
Korozs, Valérie
Laforge, J.F.
Lamy, Francine
Laplante, Pierre
Lecompte, Natasha
Lévesque, Éric
Martin, Claude
Massicotte, Nathalie
McCrory, Michael P.
Ménard, Jean
Morency, Jean M.
Morin, Marcel
Nadeau, Denis
Provençal, Denis
Ranger, Jean-René
Rivest, Robert L.
Roy, Claude
Roy, Dominique-Ann
Roy, Pierre-Georges
St-André, Yves
Tremblay, Frédéric
Villagi, J. Pierre

or any other person on whom the parties agree.

If the position of chief arbitrator becomes vacant, the parties meet to appoint a new chief arbitrator.

11.31 The registrar is responsible for administering the Registry and its budget, after consultations with the parties and the chief arbitrator.

In the event of a vacancy, the chief arbitrator appoints a new registrar after consultations with the parties.

11.32 The chief arbitrator obtains each arbitrator's monthly availability. For consultation purposes and in order to set the arbitration rolls, the registrar regularly calls a meeting with the representatives

appointed by each national party (in general, once a month). The chief arbitrator chairs these meetings and appoints an arbitrator for each arbitration case.

11.33 The registrar sets the date of the hearing, proceeding in chronological order of when the notice under clause 11.15 is received. The parties may, however, agree otherwise. Grievances on dismissals, suspensions of five (5) days or more, the creation of merged positions, contracting out or the choice of the applicable provision from those provided in clauses 14.01 to 14.07, as well as grievances concerning the reassignment procedure within an institution provided for in clause 15.05, are heard first, immediately followed by grievances filed under clauses 10.09 to 10.21~~0~~.

11.34 The registrar notifies the parties of the arbitrator's name and the date of the hearing. The arbitrator may notify the parties of a peremptory date for the hearing.

11.35 The parties may agree to strike an arbitrator's name from the list.

11.36 The administrative costs of the Registry are not borne by the union party.

Arbitration costs

11.37 Each party pays its assessor's expenses and professional fees, if applicable.

11.38 The arbitrator's fees and expenses are borne by the party that has filed the grievance if the grievance is dismissed, or by the party to which the grievance was submitted if the grievance is upheld.

However, for a case submitted to arbitration under the dispute settlement procedure on a disability covered by clause 23.27 of the collective agreement or for a grievance on a dismissal, the fees and expenses of the medical arbitrator or arbitrator, with the exception of those provided for in the first paragraph of clause 11.42, are not borne by the union party or the employee.

11.39 When a grievance is only partially upheld, the arbitrator determines the proportion of fees and expenses to be paid by each of the parties.

11.40 If there is a settlement, the arbitrator's fees and expenses are shared equally between both parties.

11.41 In the case of a disagreement other than a grievance that is submitted to a third party for a decision, the fees and expenses of the person making the decision are borne equally by the employer and the union.

11.42 In all cases, fees and expenses pertaining to a postponement of a hearing or the withdrawal of a grievance are borne by the party requesting the postponement or withdrawing the grievance; if the request for a postponement of a hearing is made jointly, costs are borne equally.

11.43 In the case of a grievance on which the hearing began before December 16, 2005, however, fees and expenses are paid in accordance with the rules in effect before that date.

11.44 The fees and expenses payable to the arbitrator are those provided in the Regulation respecting the remuneration of arbitrators (CQLR c C-27, r. 6) or those declared by the arbitrator in accordance with that regulation.

ARTICLE 12

SENIORITY

Application

12.01 The provisions on seniority apply to full-time and part-time employees.

12.02 An employee may exercise their seniority rights for any job in the bargaining unit in accordance with the rules set out in this collective agreement.

12.03 Seniority is expressed in calendar years and days.

Acquiring seniority

12.04 An employee may exercise their seniority rights once their probation period is completed.

12.05 Once their probation period is completed, a full-time employee's first day of service is used as the starting point for calculating seniority.

12.06 A part-time employee's seniority is calculated in calendar days. To this end, they are entitled to 1.4 days of seniority for a regular day of work stipulated for their job title, a day of annual vacation leave that is taken or a statutory holiday. For the purpose of calculating statutory holidays, 1.4 days of seniority are added to their seniority at the end of each financial period (thirteen (13) periods per year).

If a part-time employee works a number of hours that is different from the number of hours in a regular day of work stipulated for the job title, for each day worked they are entitled to the number of hours worked prorated to the hours of a regular day of work stipulated for the job title, multiplied by 1.4.

Overtime hours are excluded from the calculation of seniority.

12.07 A part-time employee may not accumulate more than one (1) year of seniority in a fiscal year (April 1 to March 31).

Whenever a full-time employee's seniority is compared with that of a part-time employee, the latter may not have more seniority recognized than a full-time employee for the period between April 1 and the date on which the comparison is made.

Retaining and accumulating seniority

12.08 A full-time employee retains and accumulates seniority in the following cases:

1- layoff, in the case of an employee 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 industrial accident or occupational disease (mentioned below), for the first twenty-four (24) months;

4- absence due to an industrial accident or occupational disease, recognized as such under the provisions of the Act respecting industrial accidents and occupational diseases (CQLR c A-3.001), regardless of whether the injury is consolidated;

5- authorized absence, unless provided otherwise in this collective agreement;

6- parental leave.

12.09 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 during their last fifty-two (52) weeks of service or since their first day of service, whichever date is closest to the start of the absence. These days of seniority are accumulated as they are acquired.

12.10 In the case of an absence due to an accident or illness other than an industrial accident or occupational disease (mentioned above), an employee retains but not accumulate seniority from the twenty-fifth (25th) to the thirty-sixth (36th) month following the accident or illness.

An employee who resigns from their position to go onto the recall list retains their seniority.

An employee retains seniority upon changing status.

Losing seniority

12.11 An employee loses their seniority and job in the following cases:

1- voluntary resignation from the job;

2- in the case of students, returning to full-time studies constitutes 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- layoff exceeding twelve (12) months, except for employees entitled to the provisions of clause 15.03;

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

12.12 An employee loses their seniority in the following case: absence for more than three (3) consecutive days of work without notice or a reasonable excuse.

Information

12.13 Within fifteen (15) days of the end of each financial period, the employer gives the union a list of part-time employees, specifying for each one the number of hours, excluding overtime, worked by job title, the number of days of annual vacation leave used, seniority credited for statutory holidays and the seniority accumulated by each employee since their first day of service.

12.14 Within thirty (30) calendar days of the date on which this collective agreement comes into force and subsequently each year no later than fourteen (14) days after the date of the end of the pay period that includes March 31st, the employer gives the union a list of all employees covered by the bargaining unit. The list is also provided in electronic file format, if the system allows for it. The list contains the following information:

- name;
- address;
- date of hiring;
- service;
- job title;
- pay;
- social insurance number;
- employee number;
- status (full-time, part-time);
- seniority accumulated on March 31.

12.15 This list, without employees' addresses and social insurance numbers, is posted in the usual places for a period of sixty (60) calendar days, during which time any employee concerned may ask the employer to correct the list. If the employer does correct the list, it notifies the union and the employee.

At the end of the sixty (60) calendar days, the list becomes the official record of seniority, subject to any challenges to the list made during the posting period.

If an employee is absent during the entire posting period, the employer sends them written notice indicating their seniority. An employee has sixty (60) days after receiving such notice to challenge their seniority.

12.16 If an employee's seniority is corrected following a challenge under clause 12.15, the new seniority is only retroactive in the following cases:

1- seniority premium as of the date on which the collective agreement came into force;

2- acquisition of entitlement to job security.

12.17 With respect to a provision that may be subject to local arrangements under this collective agreement or a stipulation negotiated and agreed upon at the local level, the local parties may agree to use seniority across all bargaining units combined.

ARTICLE 13

HUMAN RESOURCES AND PROFESSIONAL PRACTICE DEVELOPMENT BUDGETS

Development of human resources

13.01 Between April 1 and March 31 of each year, the employer devotes an amount equal to the following percentages of total payroll[1] to the development of human resources for all employees in the bargaining unit:

Class of personnel[2]

- nursing and cardio-respiratory care personnel: 1.34%;
- paratechnical, auxiliary services and trades personnel: 0.50%;
- office personnel and administrative technicians and professionals: 0.50%;
- health and social services technicians and professionals: 1.25%.

This amount cannot be less than $100.00.

13.02 If the entire amount stipulated is not spent by the employer in the course of a given year, the balance remaining is added to the amount it must earmark for such activities in the following year.

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

13.03 The employer sets aside a budget from April 1 to March 31 of each year equal to 0.28% of the total payroll[1] of all employees in the bargaining unit specifically earmarked for the development of the professional practice of employees in the health and social services technicians and professionals class of personnel.

The parties must agree in local arrangements on how the budget for the development of professional practice is to be used.

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

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1 Total payroll is the amount paid in the previous financial year as basic pay, as stipulated in the List of job titles, job descriptions and salary rates and scales in the health and social services network, paid leave, days of sick leave or disability insurance, plus the benefits paid as a percentage (annual vacation leave, statutory holidays, sick leave and, if applicable, disability insurance) to part-time employees. Total payroll does not include supplements, premiums or additional remuneration.

2 These cover the job titles for each of the classes of personnel that appear in the List of job titles, job descriptions and salary rates and scales.

ARTICLE 14

LAYOFF PROCEDURE

I) SPECIAL MEASURES

14.01 1- Change of mission with creation of a new institution or integration into one or more institutions taking on the same mission for the same population (whether or not it is a new legal entity)

The procedure set out in this sub-clause applies when the employer changes the institution's mission and one or more existing or newly created institutions simultaneously take on the mission formerly assumed by the institution whose mission has changed for the same population.

As long as there are vacant jobs in the same job title with the same status, employees must choose between keeping their job in the institution whose mission has changed and working in an identical job title with the same status in the new institution or another institution taking on the same mission. If employees do not make this choice, they are deemed to belong to the recall list of the institution whose mission is changing. These choices are made by seniority.

Employees who are unable to make such a choice due to a lack of available jobs in the same job title with the same status have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the recall list of the institution whose mission is changing.

If employees covered by the provisions of clauses 15.02 or 15.03 are in fact laid off following such a displacement, they are reassigned to another job in accordance with the procedure set out in Article 15.

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

The procedure set out this sub-clause applies when the employer changes the institution's mission without the creation of a new institution or integration into another institution.

As long as there are vacant jobs in the same job title with the same status, employees have to choose a position. If they do not make this choice, they are deemed to belong to the institution's recall list. These choices are made by seniority.

Employees who are unable to make such a choice due to a lack of available jobs in the same job title with the same status have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

If employees covered by the provisions of clauses 15.02 or 15.03 are in fact laid off following such a displacement, they are reassigned to another job in accordance with the procedure set out in Article 15.

14.02 Complete closing of an institution with or without creation of or integration of part or all of the institution into another institution

1) Complete closing of an institution with creation of or integration of part or all of the institution into one or more other institutions

When an institution ceases operations and another existing or newly created institution takes over part or all of the same mission for the same population, the following procedure applies.

Employees working in the institution that is closed are transferred in the same job title with the same status to the other institution. If the number of jobs to be filled in the same job title with the same status is less than the number of employees to be transferred, the jobs must be filled by the employees with the most seniority. Employees who refuse such a transfer are deemed to have resigned.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure with respect to employees transferred under the preceding paragraph. If they do not do so, they are deemed to have resigned.

If there are employees covered by clause 15.03 who are not able to obtain a position in the same job title with the same status following the procedure described above, they are registered on the replacement team of the institution that takes over part or all of the mission formerly carried out by the institution that is closed.

2) Complete closing of an institution with creation of or integration of part or all of the institution into more than one other institution

When an institution ceases operations and more than one other existing or newly created institution take over part or all of the same mission for the same population, the following procedure applies.

Employees working in the institution that is closing are transferred in the same job title with the same status to the institutions that take over part or all of the mission formerly carried out by the institution that is closing, on the basis of available jobs. If the number of jobs to be filled in the same job title with the same status is less than the number of employees to be transferred, the jobs must be filled by the employees with the most seniority. Employees to be transferred under this paragraph must indicate their choice of institution. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it, according to their status, by seniority. Employees who refuse such a transfer are deemed to have resigned.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure with respect to employees transferred under the preceding paragraph. If they do not do so, they are deemed to have resigned.

If there are employees covered by clause 15.03 who are not able to obtain a position in the same job title with the same status following the procedure described above, they are registered on the replacement team of one of the institutions that take over part or all of the mission formerly carried out by the institution that is closed.

3) Total closing of an institution without creation of a new institution or integration into another institution

When an institution ceases operations, the following procedure applies.

Up until the date on which the institution closes for good, when the employer abolishes a position in a service it is the employee with the least seniority in that service in the job title and with the status concerned who is laid off. If this employee does not have job security, they take the position of the employee in the same sector of work with the same status and with the least seniority in the institution, providing that they meet the normal requirements of the job. The employee thus affected or an employee who is not able to obtain a position is laid off.

On the date the institution closes for good, the employees still employed by the institution are laid off, and those covered by the provisions of clauses 15.02 or 15.03 are registered with the service national de main-d'œuvre (SNMO – national workforce service).

14.03 Amalgamation of Institutions

For institutions that are amalgamated, the following procedure applies.

Employees working in institutions that are amalgamated are transferred to the new institution in the same job title with the same status. If the amalgamation results in a reduction in the number of positions, the bumping and/or layoff procedure applies. If this is not done, the employees are deemed to belong to the institution's recall list.

14.04 Complete or partial closing of one or more services with creation of or integration of part or all of the service or services in one or more institutions

1) Complete closing of one or more services with creation of or integration into another institution

When the employer completely closes one or more services and another institution takes over or simultaneously creates the service or services in order to carry out the mission formerly carried out by the service or services closed for the same population, the following procedure applies.

Employees working in the service or services shut down are transferred in the same job title with the same status to the institution taking on the new service or services, on the basis of jobs available and in accordance with the following provisions:

a) If the number of jobs to be filled in the same job title with the same status is less than the number of employees with job security to be transferred, these employees must choose by seniority between keeping their job in the institution and filling an available job in the new institution. This choice is made for a position in the same job title with the same status. If there are jobs that remain available, they are then filled by the employees with the same status with the least seniority among those with job security.

b) If the number of jobs to be filled in the same job title with the same status is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure. If this is not done, the employees are deemed to belong to the institution's recall list.

2) Complete closing of one or more services with creation of or integration into more than one other institution

When the employer completely closes one or more services and more than one other institution simultaneously takes over or creates the service or services in order to carry out the same mission that was formerly carried out by the service or services that are closed for the same population, the following procedure applies.

Employees working in the service or services shut down are transferred in the same job title with the same status to the institutions that take on the new service or services, on the basis of the jobs available and in accordance with the following provisions:

a) If the total number of jobs to be filled in the same job title with the same status in the other institutions is less than the number of employees with job security to be transferred, employees must choose by seniority between keeping their job in the institution and filling an available job in one of the new institutions. This choice is made for a position in the same job title with the same status. If there are jobs that remain available, they are then filled by the employees with the same status with the least seniority among those with job security.

b) If the total number of jobs to be filled in the same job title with the same status in the other institutions is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees to be transferred under this paragraph must indicate their choice of institution. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it, according to their status, by seniority. Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure. If this is not done, the employees are deemed to belong to the institution's recall list.

3) Partial closing of one or more services with creation of or integration into another institution

When the employer partially closes one or more services and another institution simultaneously takes over or creates part of the service or services in order to carry out the mission formerly carried out by the service or services partially that are closed for the same population, the following procedure applies.

Employees whose positions are abolished in the service or services that are partially closed are transferred in the same job title with the same status to the institution that takes on part of the new service or services, on the basis of the jobs available and in accordance with the following provisions:

a) If the number of jobs to be filled in the same job title with the same status is less than the number of employees with job security whose positions are abolished, employees must choose by seniority between keeping their job in the institution and filling an available job in the new institution. This choice is made for a position in the same job title with the same status. If there are jobs that remain available, they are then filled by the employees with the same status with the least seniority among those with job security.

b) If the number of jobs to be filled in the same job title with the same status is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there is a lack of available jobs in the same job title, the other employees concerned have to use the bumping and/or layoff procedure. If this is not done, the employees are deemed to belong to the institution's recall list.

4) Partial closing of one or more services with creation of or integration into more than one other institution

When the employer partially closes one or more services and more than one other institution simultaneously takes over or creates part of the service or services in order to carry out the mission formerly carried out by the service or services partially closed for the same population, the following procedure applies.

Employees whose positions are abolished in the service or services that are partially closed are transferred in the same job title with the same status to the institutions that take on the new service or services, on the basis of the jobs available and in accordance with the following provisions:

a) If the total number of jobs to be filled in the same job title with the same status in the other institutions is less than the number of employees with job security whose positions are abolished, employees must choose by seniority between keeping their job in the institution and filling an available job in one of the new institutions. This choice is made for a position in the same job title with the same status. If there are jobs that remain available, they are then filled by the employees with the same status with the least seniority among those with job security.

b) If the total number of jobs to be filled in the same job title with the same status in the other institutions is equal to or greater than the number of employees with job security whose positions are abolished, the jobs must then be filled by seniority by employees with or without job security.

Employees to be transferred under this paragraph must indicate their choice of institution. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it, according to their status, by seniority. Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure. If this is not done, the employees are deemed to belong to the institution's recall list.

14.05 Total or partial closing of one or more services with creation of or integration of part or all of the service or services in one or more other services

1) Total or partial closing of one or more services with creation of or integration in another service

In the case of a total or partial closing of one or more services with creation of or integration of part or all of the service or services in another service, the employer gives the union at least two (2) months' written notice and the following procedure applies.

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

Employees whose positions are abolished in the service or services concerned by the total or partial closing are transferred to the other service in the same job title with the same status, on the basis of the jobs available and in accordance with the following provisions:

a) If the number of jobs to be filled in the same job title with the same status is less than the number of employees with job security to be transferred, employees must choose by seniority between using the bumping and/or layoff procedure and filling an available job in the other service. This choice is made for a position in the same job title with the same status. If there are jobs that remain available, they are then filled by the employees with the same status with the least seniority among those with job security.

b) If the number of jobs to be filled in the same job title with the same status is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure. If this is not done, the employees are deemed to belong to the institution's recall list.

2) Total or partial closing of one or more services with creation of or integration in more than one other service

In the case of the total or partial closing of one or more services with the creation of or integration of part or all of the service or services into more than one other service, the employer gives the union at least two (2) months' written notice and the following procedure applies.

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

Employees whose positions are abolished in the service or services concerned by the total or partial closing are transferred to the other services in the same job title with the same status, on the basis of the jobs available and in accordance with the following provisions:

a) If the total number of jobs to be filled in the same job title with the same status in the other services is less than the number of employees with job security to be transferred, employees must choose by seniority between using the bumping and/or layoff procedure and filling an available job in another service. This choice is made for a position in the same job title with the same status. If there are jobs that remain available, they are then filled by the employees with the same status with the least seniority among those with job security.

b) If the total number of jobs to be filled in the same job title with the same status in the other services is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees transferred under this paragraph must indicate their choice of service. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it, according to their status, by seniority. Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure. If this is not done, the employees are deemed to belong to the institution's recall list.

14.06 Closing of one or more services without creation of or integration into one or more other services

In the case of a closing of one or more services, the employer gives the union at least two (2) months' written notice and the bumping and/or layoff procedure applies.

14.07 Amalgamation of services

In the case of an amalgamation of services, the employer gives the union at least two (2) months' written notice, and the following procedure applies.

Employees working in the services that are amalgamated are transferred to the new service in the same job title and the same status, on the basis of the jobs available. If the number of jobs to be filled in the same job title with the same status is less than the number of employees to be transferred, the jobs must be filled by the employees with the most seniority. If they refuse, they are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title with the same status, the other employees have to use the bumping and/or layoff procedure. If this is not done, the employees are deemed to belong to the institution's recall list.

14.08 Abolition of one or more positions

If one or more positions that are not vacant are abolished, the employer gives the union at least four (4) weeks' written notice, indicating the position or positions to be abolished. The notice may also include any other information relevant to this abolition. The parties meet at either's request for the purpose of agreeing, if appropriate, on alternatives likely to reduce the impact on employees.

The bumping and/or layoff procedure applies.

14.09 Once a year, on the date it sets, the employer notifies the union of reorganizations covered by clauses 14.01 to 14.07. If, however, circumstances do not allow the employer to foresee such reorganizations and notify the union on the date set by the employer, it proceeds with the reorganizations after having given at least six (6) months' written notice.

In cases covered by clauses 14.01 to 14.04, the employer gives at least four (4) months' written notice to the SNMO, the national joint committee on job security, the union and the employee.

Except for the employee, this notice and notice under clauses 14.05 to 14.07 include the names, addresses and job titles of the employees concerned. Notice to the SNMO also includes the telephone numbers of the employees concerned.

The notice sent to the union under the second (2nd) paragraph of this clause or clauses 14.05 to 14.07 also includes the following information:

- the projected schedule;
- the nature of the reorganization;
- any other information relevant to this reorganization.

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

14.10 In the framework of the special measures provided for in clauses 14.01 to 14.07, the parties meet at the request of either one for the purpose of agreeing, if appropriate, on alternatives likely to reduce the impact of the measures on employees or on local arrangements providing other terms and conditions for applying these clauses.

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

However, an employee transferred outside a fifty (50)-kilometre radius from their home base or residence receives the mobility premium provided in clause 15.05 and the moving expenses provided in Article 16, if applicable.

To be entitled to these reimbursements, the move must take place within a maximum of six (6) months of beginning work in the new position.

14.12 For the purpose of applying the preceding clauses, the word “institution” includes a community service.

14.13 The institution that takes over and/or creates one or more of the new services may not hire applicants from outside if the effect would be to deny a job in the same job title in the new institution or new service to employees of the service or services that are closing.

14.14 For the purpose of applying the measures set out herein, movements of personnel take place by status.

In the case of part-time employees, the provisions apply to positions with a number of hours equal to or greater than the number of hours in the position held.

II) BUMPING AND/OR LAYOFF PROCEDURE

The bumping and/or layoff procedure agreed upon at the local or regional level must take into account the seniority of employees, providing they meet the requirements of the job. It must also take employee status into account. The procedure must not result in the layoff of an employee who has job security as long as an employee who does not have job security may be laid off instead.

Unless the parties agree otherwise in local arrangements, bumping is done within a radius of fifty (50) kilometres from the home base or residence of the employee concerned. If there is no possibility of bumping within this radius of fifty (50) kilometres for the employee concerned, the applicable radius is seventy (70) kilometres.

14.15 The pay of a full-time or part-time employee who bumps another part-time employee is prorated to their hours of work.

14.16 An employee who as a result of the application of the preceding clause must bump outside a fifty (50)-kilometre radius from their home base or residence is entitled to the mobility premium provided in clause 15.05, as well as moving expenses under Article 16, if applicable.

To be entitled to these reimbursements, the move must take place within a maximum of six (6) months of beginning work in the new position.

14.17 The pay of an employee affected by the provisions of this article is determined in accordance with clauses 8.03 to 8.08. The employee does not incur a reduction in pay in any case, unless provided otherwise in this article.

14.18 If employees covered by clause 15.02 or 15.03 are in fact laid off as a result of bumping, they are reassigned to another job in accordance with the procedure provided in Article 15.

Definition of radius

14.19 For the purpose of applying this article, the radius of fifty (50) or seventy (70) kilometres, as the case may be, is calculated by road (using the normal itinerary) from the home base where the employee works or their residence.

ARTICLE 15

JOB SECURITY

An employee covered by clause 15.02 or 15.03 who is laid off as a result of the application of the bumping and/or layoff procedure or following the total closing of their institution or the total destruction of their institution by fire or otherwise is entitled to the provisions of this article.

15.01 REPLACEMENT TEAM

A) The replacement team is composed of employees who are in fact laid off and who have job security as provided in clause 15.03.

B) The replacement team is used to fill positions that are temporarily without an incumbent, to deal with temporary extra workloads, to perform work of limited duration (less than six (6) months unless the parties agree otherwise) or for any other purpose agreed upon locally by the parties.

C) For these purposes, employees registered on the replacement team are assigned with priority over employees on the recall list.

Employees on the replacement team are assigned in reverse order of seniority and to comparable positions.

Nevertheless, a full-time employee must have priority for any assignment to a full-time position, regardless of part-time employees' seniority.

D) During the first twelve (12) months following their layoff, the employer may assign an employee on the replacement team beyond a radius of fifty (50) kilometres, without exceeding seventy (70) kilometres, from their home base or residence.

After the period of twelve (12) months from their layoff, the employer may assign an employee on the replacement team beyond a radius of seventy (70) kilometres from their home base or residence.

The following conditions apply to these assignments:

1- The employer provides the employee with the travel and living expenses provided for in Article 27 (Travel allowances).

2- It may only assign the employee for a replacement assignment of at least five (5) days of work.

3- It may only assign the employee for a short-term replacement assignment (one (1) month maximum), limiting the number of assignments to a maximum of four (4) non-consecutive assignments per year.

4- The employee cannot be kept on such an assignment and must be reassigned to a replacement assignment within a radius of fifty (50) or seventy (70) kilometres as soon as such a replacement assignment becomes available, regardless of seniority rules stipulated in this clause.

5- A replacement assignment outside the radius of fifty (50) or seventy (70) kilometres, as the case may be, is only used exceptionally.

E) Employees on the replacement team may not refuse a proposed assignment. They are, however, allowed two (2) days per week when they are not required to be available. The employer informs an employee at least seven (7) days in advance of when these two (2) days are to be taken.

15.02 Employees with between one (1) and two (2) years of seniority who are laid off are entitled to employment priority in the health and social services sector. Their names are put on the list of the Service national de main-d'oeuvre (SNMO – national workforce service) and they are reassigned in accordance with the procedures set out in this article.

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

During the waiting period for reassignment, an employee cannot accumulate days of sick leave, vacation time or statutory holidays.

Moreover, the employee does not receive any benefits during this waiting period and is not entitled to the mobility premium, moving and living expenses or the severance pay provided for in this article.

15.03 An employee with two (2) years or more of seniority who is laid off is put on the SNMO list and is entitled to job security as long as they are not reassigned to another job in the health and social services sector in accordance with the procedures set out in this article.

Job security includes only the following benefits:

1- layoff benefits;

2- continuity of the following benefits:

a) standard life insurance plan;

b) basic health insurance plan;

c) disability insurance plan;

d) pension plan;

e) accumulation of seniority in accordance with the terms of this collective agreement and this article;

f) annual vacation leave;

g) transfer, if applicable, of the employee's bank of sick leave and of accumulated vacation leave to their new employer at the time of their reassignment, minus the days used during their waiting period;

h) parental rights under Article 22.

Union dues continue to be deducted.

Layoff benefits must be equal to the pay provided for by the employee's job title or to their off-scale pay, if applicable, at the time of their layoff. Evening and night shift, enhanced evening and night shift, shift rotation, split-shift, seniority, responsibility and inconvenience premiums not incurred are excluded from the basis of calculation for layoff benefits.

Benefits are increased on the date of a statutory raise and on the date of a pay scale change.

Until they are reassigned, part-time employees receive layoff benefits equal to the average weekly pay for the hours of work performed during their last twelve (12) months of service.

Employees covered by this clause are registered on the replacement team of the institution where they are employees in accordance with clause 15.01 (Replacement team). When an employee does replacement work in accordance with the provisions of clause 15.01, they are entitled to the provisions of the collective agreement. In this case, however, their remuneration may not be lower than the layoff benefits provided for in this clause.

15.04 For the purpose of acquiring the right to job security or employment priority, seniority is not accumulated in the following cases:

1- an employee who is laid off;

2- an employee benefiting from authorized leave of absence without pay after the thirtieth (30th) day from the beginning of the absence, except for leave under clauses 22.13, 22.14, 22.15, 22.19, 22.19A, 22.21A and 22.22A;

3- an employee on sick leave or accident leave after the ninetieth (90th) day from the beginning of the leave, excluding industrial accidents and occupational diseases recognized as such by the Commission des normes, de l'équité, de la santé et de la sécurité du travail;

4- an employee who is not the incumbent of any position in the institution. When, however, the employee becomes the incumbent of a position in accordance with the procedures provided in this collective agreement, their accumulated seniority in the institution is recognized 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 by seniority in the reassignment area to a position for which they meet the normal requirements of the job. The requirements must be pertinent and related to the nature of the duties.

During the first twelve (12) months after the date of the 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 geographical area defined by a radius of fifty (50) or seventy (70) kilometres, as the case may be, by road (using the normal itinerary) from the home base where the employee works or their residence.

Reassignment is done using the following procedure.

Reassignment to a comparable position[1]

A full-time employee covered by clause 15.03 is deemed to have applied for any comparable position with the same status for which they meet the normal requirements of the job that becomes vacant or is newly created in the institution in which they are employees located in the applicable reassignment area, based on the period of time since their layoff. A part-time employee is deemed to have applied for any comparable position for which they meet the normal requirements of the job involving a number of hours equal to or greater than the number of hours in the position that they used to hold.

If the employee is the only applicant, or the applicant with the most seniority, the position is awarded to them, and a refusal by the employee results in their being placed on the institution's recall list.

If another applicant for the position has more seniority than the employee covered by clause 15.03, the employer awards the position in accordance with the provisions on voluntary transfers, providing that the applicant frees up a comparable position for which the employee covered by clause 15.03 with the most seniority is eligible.

Otherwise, the position is awarded to the employee who has the most seniority on the replacement team, and a refusal by this employee results in their being placed on the institution's recall list.

The rules set out in the preceding paragraphs apply to other vacancies created by promotions, transfers or demotions following the first posting until the end of the process, in accordance with the rules on voluntary transfers.

If the position that must be awarded to an employee covered by clause 15.03 is located more than fifty (50) kilometres from their home base or residence, the following provisions apply:

a) The employee may refuse the position as long as there is another employee covered by clause 15.03 with less seniority who meets the normal requirements of the job and for whom it is a comparable position located in the applicable reassignment area, based on the period of time since their layoff. In this case, the position is awarded to the latter employee.

b) If there is more than one position that the employee can fill, they are reassigned to the position in the best location for them.

c) Their reassignment to such a position may be postponed if foreseeable replacement needs are enough to ensure the employee continuous work and if a vacant comparable position in the institution located in the applicable reassignment area can become available within a stipulated period of time.

Until they are reassigned, an employee may be assigned to a comparable vacant or newly created part-time position for which they meet the normal requirements involving fewer hours than the number of hours in the position they used to hold.

During this period, such a position is not subject to the provisions on voluntary transfers.

An employee thus assigned continues to be covered by the provisions of this article. They are registered on the replacement team to round out their work week or, in the case of a part-time employee, to complete the weekly average number of hours they worked in their last twelve (12) months of service.

[1] A comparable position in the institution.

Reassignment to an available and comparable position[1]

An employee covered by 15.03 is required to accept any available and comparable position that is offered to them in the applicable reassignment area, based on the period of time since their layoff.

If one or more available and comparable positions are available simultaneously in the applicable reassignment area, based on the period of time since their layoff, an employee is reassigned to the position in the best location for the employee concerned.

In specific cases, however, this rule may be contradicted by the SNMO, subject to the approval of the national joint committee on job security (CPNSE, for Comité paritaire national sur la sécurité d'emploi), or by the CPNSE or, if there is no unanimity, by the chairperson's decision.

However, an employee covered by clause 15.03 may refuse the position offered as long as there is another employee covered by the same clause with less seniority in the applicable reassignment area, based on the period of time since the date of their layoff, who meets the normal requirements of the job and for whom it is a comparable position.

Notice of the offer to the less senior employee must be sent to them in writing, giving them five (5) days to indicate their choice.

The SNMO may oblige an employee affected by the total closing of an institution due to fire or otherwise to move if there is no other institution in the applicable reassignment area stipulated in clause 15.05.

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

In such cases, the employee is moved to a place as close as possible to their former home base or residence, and is entitled to the mobility premium equivalent to three (3) months of pay, plus moving expenses if applicable.

A part-time employee is reassigned to an available and comparable position providing that the weekly number of hours of work for this position is equal to or greater than the weekly average number of hours that the employee worked during their last twelve (12) months of service.

A full-time employee who is reassigned on an exceptional basis to a part-time position does not as a result incur any reduction in pay from the pay for their job title prior to being laid off.

An employer may grant an employee on the replacement team who requests it a postponement of their reassignment to another institution if foreseeable needs for replacement work are enough to ensure that the employee will have continuous work and that a comparable vacant position in the institution can become available within a stipulated period of time.

An employee who is offered a position in accordance with the terms and conditions set out above may refuse such a position. However, the employee's refusal will result in their being placed on the institution's recall list.

1 An available and comparable position in the institution or in another institution.

Available position

For the purposes of applying this article, a full-time or part-time position is deemed to be available when there is no applicant or when none of the employees who apply meets the normal requirements of the job or when, in accordance with the provisions on voluntary transfers, the position would have to be filled by a candidate who is a part-time employee or on the recall list who has less seniority than an employee covered by clause 15.03 registered with the SNMO.

No institution may use a part-time employee or an employee on the recall list with less seniority than an employee covered by clause 15.03 who is registered with the SNMO or hire an outside applicant for an available full-time or part-time position as long as employees covered by clause 15.03 who are registered with the SNMO are able to meet the normal requirements of the job for such a position.

Comparable position

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

a) nurses;
b) graduate technicians;
c) para-technical;
d) auxiliary services;
e) office jobs;
f) trades;
g) employees assigned to social work (social aides, social work technicians and contributions technicians);
h) personnel assigned to education and/or rehabilitation (educators and specialized education technicians);
i) nursing assistants;
j) professionals.

Miscellaneous clauses

15.06 An employee must meet the normal requirements of the job for any position to which they are reassigned. It is incumbent on their new employer to show that an applicant reassigned by the SNMO is not able 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 their institution for which they meet the normal requirements of the job.

15.08 An employee who has to move under the terms of this article receives written notice and is allowed a period of five (5) days to make their choice. Copy of the notice is sent to the union.

15.09 An employee covered by clause 15.03 may accept a job outside the applicable reassignment area based on the period of time since their layoff. An employee who accepts a job outside a radius of seventy (70) kilometres from their home base or residence benefits from a mobility premium equal to three (3) months of pay, plus moving expenses if applicable.

15.10 Subject to clause 15.09, any employee covered by clause 15.03 who is reassigned under this article beyond a radius of fifty (50) kilometres from their home base or residence benefits from the

mobility premium and, if they must move, is entitled to the moving expenses stipulated by Conseil du trésor regulation set out in Article 16 and/or the allowances provided by the federal labour mobility program, if applicable.

15.11 For part-time employees covered by clause 15.03, the mobility premium is prorated to the hours of work done during their last twelve (12) months of service.

15.12 An employee who is covered by clause 15.03 ceases to receive layoff benefits as soon as they are reassigned within the health and social services sector or as soon as they fill a job outside this sector.

15.13 Reassigned employees carry all the rights conferred upon them by this collective agreement with them to their new employer, except for vested privileges under Article 28 that are not transferable.

15.14 If there is no collective agreement with the new employer, each reassigned employee is covered by the provisions of this collective agreement, insofar as they are individually applicable, as if it were a personal contract of employment until a collective agreement is concluded in the institution.

15.15 An employee covered by clause 15.03 who finds work outside the health and social services sector on their own initiative between the time they are actually laid off and their notice of reassignment, or who decides to leave this sector for good for personal reasons, submits their resignation in writing to their employer and is entitled to an amount equal to six (6) months of pay as severance pay.

A part-time employee is entitled to severance pay prorated to their hours of work during their last twelve (12) months of service.

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

1. A Service national de main-d'oeuvre (SNMO – national workforce service) is set up, under the responsibility of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS).

This service co-ordinates the reassignment of employees covered by clause 15.03 and is responsible for the implementation of retraining programs for them, in accordance with the rules of the collective agreement.

2. The SNMO sends CPNSE representatives full information about the implementation of its mandates at the end of each financial period. This includes in particular:

- the list of available positions;
- the list of employees covered by clause 15.03, including the information appearing on their registration form, distinguishing among the following situations:

    - employees registered during the financial period;
    - employees removed from the list during the financial period, the reasons for their removal and the name of the institution to which they have been reassigned, if applicable;
    - employees who are still not reassigned.

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

15.17 Retraining

1. For the purpose of reassignment in job titles that are in demand in the health and social services system, retraining courses are available to employees covered by clause 15.03 for whom there are not many reassignment opportunities.

Retraining of employees with job security and registered with the SNMO may take the form of any academic or other learning process that enables the employee concerned to acquire the skills and/or knowledge necessary to work in their own or another job title.

2. An employee's access to retraining courses is subject to the following conditions:

- that the employee's job title be identified as a retraining priority;
- that the employee meet the requirements of the organizations giving the courses;
- that an available position can be offered to the employee who is retrained in the short term.

3. The following provisions apply to employees concerned by retraining:

- an employee taking retraining courses is not obliged to accept replacement work or a reassignment during retraining;
- tuition is paid by the SNMO;
- an employee who has completed retraining is subject to the rules on replacement work in both their job title and the job title for which they have been retrained;
- for the purposes of reassignment, an employee who has completed retraining is deemed to have the job title for which they have been retrained;
- an employee with valid reasons may refuse to take a retraining course thus offered; otherwise, they are deemed to belong to the institution's recall list.

15.18 Appeal procedure

Any employee covered by clause 15.03 who thinks they have been adversely affected by an SNMO decision may ask to have their case reviewed by the CPNSE by sending written notice to this effect within ten (10) days of the SNMO sending information about a reassignment in accordance with clause 15.16-3, or within ten (10) days of the SNMO sending information pertaining to the SNMO's assessment of the reasons invoked by the employee for declining the retraining offered.

The CPNSE has ten (10) days from receiving the written notice, or any other time limit agreed upon by the committee, to settle the dispute.

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

When the members of the CPNSE fail to settle the dispute, they agree on the choice of an arbitrator. If they do not agree on a choice, the Ministère du Travail, de l'Emploi et de la Solidarité sociale automatically appoints one. The arbitrator's fees and expenses are borne equally by the parties.

The arbitrator sends information about the place, date and time of the hearing on the appeal in writing to the parties sitting on the CPNSE, the SNMO and the employees, unions and institutions concerned. The arbitrator has twenty (20) days from when the case is assigned to them to hold the hearing on the appeal.

The arbitrator proceeds with the hearing and hear all witnesses and representations made by the parties (the FSSS-CSN and SNMO) and by any interested party.

If either of the duly convened parties involved fails to attend or be represented on the day set for the hearing, the arbitrator proceeds despite any absence.

The arbitrator has fifteen (15) days from the date scheduled for the hearing to render a decision. This decision must be given in writing, with reasons.

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

The arbitrator has all the powers conferred by the terms of Article 11 of the collective agreement.

It is understood that the arbitrator may not add, remove or modify any text in the collective agreement.

If the arbitrator concludes that the SNMO has not acted in accordance with the provisions of the collective agreement, they may:

- cancel a reassignment;
- order the SNMO to reassign the employee concerned in accordance with the provisions of the collective agreement;
- render any decision on the assessment of the reasons for declining retraining;
- issue orders that are binding on all the parties involved.

15.19 Comité paritaire national sur la sécurité d'emploi (CPNSE)

1. A Comité paritaire national sur la sécurité d'emploi (CPNSE – national joint job security committee) is created. It is composed of three (3) representatives from the FSSS-CSN and three representatives from the CPNSSS. If a case to be handled concerns more than one union, the CPNSE is expanded and sits in the presence of three (3) representatives from each of the union organizations involved.

Ms. Nathalie Faucher[1] is appointed chairperson of the committee. She only participates in CPNSE meetings when the committee has not reached unanimity on a decision to be rendered under paragraphs 3 and 4 or if the CPNSE does not agree on the admissibility of a dispute on special measures.

2. The CPNSE's mandates are to:

   a) verify the application of the rules set out in the collective agreement for the SNMO's reassignment of employees covered by clause 15.03;

   b) settle a dispute regarding a decision by the SNMO;

[1] If she is unable to act, Mr. Claude Martin is designated as her alternate.

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

d) identify solutions in cases where:

- employees covered by clause 15.03 have, during the first six (6) months of their layoff, been used less than 25% of the number of hours used to establish their layoff benefits;
- employees covered by clause 15.03 have not been reassigned during the first twelve (12) months of being laid off;
- reassignment problems arising regarding the reassignment area;

e) analyse retraining possibilities for employees covered by clause 15.03 for whom there are not many reassignment opportunities, discuss the amounts to be devoted to these and, if applicable, identify selection criteria. The CPNSE submits its recommendations to the SNMO;

f) discuss any matter pertaining to the job security system that falls within its mandate.

3. At the request of a union or employer, the CPNSE settles any dispute regarding applicable terms and conditions for a special measure not provided for in the collective agreement or any dispute regarding the choice of which provision set out in clauses 14.01 to 14.07 applies. In the latter case, the dispute must concern more than one (1) bargaining unit.

Such a request must be made within thirty (30) days of the employer sending notice of its intention to apply such a measure.

If the CPNSE does not agree on the admissibility of a dispute, the chairperson decides. If the CPNSE or the chairperson concludes that the dispute is admissible for the CPNSE, the measure contemplated is suspended until a decision is reached.

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

The CPNSE determines, if applicable, the rules that apply in the case of a special measure not provided by the collective agreement, or when different rules cannot be reconciled.

4. At the request of either party on the CPNSE, the committee meets to:

a) agree on the means necessary to:

- rule on any decision that would, by agreement or otherwise, cause the local parties to be relieved of their obligations concerning positions available for employees covered by clause 15.03;
- rule on any decision at the regional level that may contradict the provisions on job security;

b) verify if need be the possibility of reconciling the rules provided for the reassignment of employees covered by clause 15.03 when more than one (1) union organization is involved, and if they are not reconcilable, examine the reassignment of these employees;

c) assess the validity of an SNMO registration for an employee covered by clause 15.03.

5. Each unanimous decision made by the CPNSE under paragraphs 3 or 4 is final and binding on all the parties involved. If the CPNSE does not reach agreement, the chairperson decides and the latter's decision must be rendered in writing within fifteen (15) days of the CPNSE meeting; it is final, without appeal and binding on all the parties involved. The chairperson has all the powers of an arbitrator under the terms of Article 11 of the collective agreement. It is understood that the chairperson of the CPNSE cannot add, remove or modify any of the provisions in the collective agreement, except in the following cases:

- when a special measure is not provided for;
- when they find themselves unable to reconcile the provisions of the different collective agreements on special measures or when the rules on reassignment cannot be reconciled under paragraph 4 b).

In such cases, the chairperson may determine the applicable rules and their decision then constitutes a specific case.

6. If either of the duly convened parties involved fails to attend a meeting of the CPNSE, the committee, or the president if need be, may proceed despite any absence.

7. Institutions undertake to cancel any appointment to a position following a decision by the CPNSE or its chairperson.

8. The fees and expenses of the CPNSE chairperson are borne equally by the parties.

9. The CPNSE establishes the rules required for it to operate smoothly. All committee decisions must be made unanimously.

15.20 An employee who contests an SNMO decision involving a move and does not begin work in their new job ceases to receive the benefits equal to their pay as of the fiftieth (50th) day of notice from the SNMO indicating the location of their new job.

The CPNSE or, failing unanimity, the chairperson disposes of any complaint made by an employee concerning a reassignment involving a move. For this purpose, the chairperson of the CPNSE has all the powers of an arbitrator under the terms of Article 11.

If the employee wins their case, the chairperson of the CPNSE orders the reimbursement of expenses incurred by the employee due to starting work with the new employer, or the reimbursement of lost income incurred if the employee did not begin work in the new position.

An employee covered by clause 15.03 who contests an SNMO decision involving a move is entitled to living allowances on the terms and conditions provided for in the Conseil du trésor regulations set out in Article 16 and/or to the allowances provided by the federal labour mobility program, providing that they fill the position within the time limit stipulated in the notice from the SNMO.

The permanent move of an employee and, if applicable, dependants cannot, however, be made before the CPNSE chairperson's decision is rendered.

15.21 An employee who, while contesting a decision by the SNMO requiring them to move, decides to take the position offered after the date specified by the SNMO is not entitled to the living allowance provided under the Conseil du trésor regulations set out in Article 16 and/or by the federal labour mobility program.

15.22 General clauses

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

The MSSS is responsible for ensuring the application of decisions made by the SNMO, the CPNSE, arbitrators or the chairperson.

15.23 For the purpose of applying this article, the health and social services sector includes all the centres operated by public institutions within the meaning of the Act respecting health services and social services (CQLR c S-4.2), private institutions under agreement within the meaning of this act, and any organization providing services to a centre or to users pursuant to this act and declared by the government to be comparable to an institution within the meaning of the Act respecting health services and social services, the James Bay Cree Health and Social Services Council, the Nunavik Regional Board of Health and Social Services, as well as, for this purpose alone, the Institut national de santé publique and the Corporation d'Urgences-santé bargaining units already covered by this current job security system.

ARTICLE 16

MOVING EXPENSES

16.01 The provisions of this article are aimed at defining what an employee entitled to reimbursement of moving expenses has the right to claim as moving expenses in the framework of job security under Article 15 of the collective agreement.

16.02 Moving expenses are only applicable for an employee if the national workforce e service (SNMO) agrees that the employee's relocation requires the employee to move.

Moving is deemed necessary if it is actually done and if the distance between the employee's new and former home bases is more than fifty (50) kilometres. The move is not, however, deemed necessary if the distance between the new institution and the employee's residence is less than fifty (50) kilometres.

16.03 Transportation expenses for furniture and personal belongings

Upon presentation of supporting documents, the SNMO agrees to refund expenses incurred for the transportation of such an employee's furniture and personal belongings, including packing and unpacking, as well as the insurance premium and fees to haul a mobile home, on the condition that the employee submit in advance at least two (2) detailed estimates of the expenses to be incurred.

16.04 The SNMO does not, however, reimburse the cost of transporting the employee's personal vehicle unless their new place of residence is not accessible by road. Similarly, expenses for the transportation of a boat, canoe, etc. are not reimbursed by the SNMO.

16.05 Storage

When an employee cannot move directly from one residence to another for reasons of force majeure other than the construction of a new residence, the SNMO reimburses the cost of storing the employee's and the employee's dependants' furniture and personal belongings for a period of up to two (2) months.

16.06 Related moving expenses

The SNMO pays any employee maintaining a dwelling who is moved a moving allowance of $750, or $200 if the employee does not maintain a dwelling, as compensation for related moving expenses (carpeting, drapes, disconnection and connection of electrical appliances, cleaning, child care, etc.), unless the employee is assigned to a placed where full facilities are made available to them by the institution.

16.07 Compensation for a lease

An employee covered under clause 16.01 is also entitled to the following compensation, if applicable: for leaving rental accommodations without a written lease, the SNMO pays the equivalent of one (1) month's rent. If there is a lease, the SNMO compensates an employee who must terminate a lease and is required to pay compensation to the landlord for up to a maximum of three (3) months' rent. In both cases, the employee must attest to the validity of the landlord's claim and provide supporting documents.

16.08 If the employee decides to sub-let their accommodations themselves, the SNMO covers reasonable advertising expenses for this purpose.

16.09 Reimbursement of expenses inherent in selling a house

The SNMO reimburses a relocated employee for the following expenses related to selling and/or purchasing their main residence:

a) broker's fees, upon presentation of supporting documents after the sales contract has been signed;

b) all notary fees owed by the employee for the purchase of a house in which to reside in the place to which they are assigned, providing that the employee already owned a house at the time of their move and that the house has been sold;

c) mortgage cancellation penalties and transfer tax.

16.10 If the house of a relocated employee has not been sold at the time the employee must take on new obligations for housing despite being put up for sale at a reasonable price, the SNMO does not reimburse expenses for keeping the unsold home. In this case, however, the SNMO does reimburse the following expenses for a period of up to three (3) months, upon presentation of supporting documents:

a) municipal and school taxes;

b) interest on a mortgage;

c) insurance premiums.

16.11 If a relocated employee decides not to sell their main place of residence, they may benefit from the provisions of this article to avoid a dual financial burden if the main place of residence is not rented out at the time the employee must take on new obligations for housing in the locality to which they are relocated. For the period of time the house is not yet rented, the SNMO reimburses the employee the amount of their new rent for up to three (3) months, upon presentation of the lease. In addition, the SNMO reimburses reasonable expenses incurred for advertising as well as travel expenses for a maximum of two (2) trips related to renting the house, upon presentation of supporting documentation and in accordance with existing SNMO regulations on travel expenses.

16.12 Living and assignment expenses

When an employee cannot move directly from one residence to another for reasons of force majeure other than the construction of a new residence, the SNMO reimburses the employee for living expenses in accordance with rules on travel expenses in effect at the SNMO for the employee and the employee's family for a period of no more than two (2) weeks.

16.13 When the move is delayed with the SNMO's authorization, or when the family (spouse, dependent child or children as defined in this collective agreement) is not relocated immediately, the SNMO covers travel expenses incurred by the employee to visit the family every two (2) weeks for up to four hundred and eighty (480) kilometres, if the return distance travelled is equal to or less than four hundred and eighty (480) kilometres, or once per month, up to a maximum of sixteen hundred (1,600) kilometres, if the return distance is more than four hundred and eighty (480) kilometres.

16.14 Moving expenses under this article are reimbursed within sixty (60) days of the employee submitting the supporting documentation.

ARTICLE 17

YEARS OF PRIOR EXPERIENCE

17.01 Child nurses, baby nurses, nursing assistants, beneficiary attendants and stretcher bearers now in the employer's service or hired in the future are, for pay purposes only, classified on the basis of the duration of their prior work in the health and social services sector.

17.02 Other employees now in the employer's service or hired in the future are, for pay purposes only, classified as follows:

i) on the basis of experience acquired in the health and social services sector, taking into account the duration of prior work in the same job title or valid experience in a comparable job title, as the case may be;

ii) on the basis of experience acquired outside the health and social services sector, taking into account valid experience since January 1, 1989 in the same or a comparable job.

In all cases, an employee must not have ceased to hold the job providing them with this experience more than two (2) years previously.

17.03 Despite clauses 17.01 and 17.02, employees now in the employer's service or hired in the future cannot be credited with experience acquired in 1983 for the purpose of classification on the pay scale.

17.04 At the time of hiring, the employer must require attestation of such experience from the employee, who obtains it from the employer where the experience was acquired. If this is not done, the employer may not impose any time limit for doing so on the employee. If it is impossible for the employee to supply written proof or attestation of their experience, they may, after demonstrating that this is in fact impossible, make a sworn statement that then has the same value as a written attestation.

17.05 On the day of an employee's departure, the employer provides them with a written attestation of the experience acquired by the employee in the institution.

ARTICLE 18

LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

Leave without pay

18.01 During leave without pay not exceeding thirty (30) days, an employee continues to participate in the pension plan, and service and pensionable earnings corresponding to the leave are credited to them. To this end, the local parties may agree on terms and conditions for payment of the employee's contributions to the pension plan. If they do not agree, the employee pays the full amount of contributions normally due for the period of leave.

In the case of part-time leave without pay of more than twenty per cent (20%) of a full-time position or leave without pay of more than thirty (30) days, an employee may continue to participate in the pension plan providing that they pay the required 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 they have at the time of going on leave. In the case, however, of leave without pay for the purpose of teaching at a CEGEP, school board or university, the employee continues to accumulate seniority during the first (1st) year.

b) Group insurance

An employee is not covered by the group insurance plan during the leave, except for the basic life insurance plan provided for in this collective agreement. Upon returning from leave, they are readmitted to the plan. Subject to the provisions of clause 23.14, their participation in the basic health insurance plan is, however, mandatory and the employee must pay the full amount of all the necessary contributions and premiums for it.

An employee may maintain their participation in insurance plans by paying the full amount of all the necessary contributions and premiums for them, subject to the clauses and stipulations of the insurance policy in force.

c) Sick leave

If employment is terminated, sick leave under clause 23.28 and that accumulated under clause 23.29 is cashed out at the rate of pay in force at the start of the leave, in accordance with the quantum and terms and conditions provided in this collective agreement.

d) Exclusion

Except for the provisions of this clause and other provisions negotiated in local agreements, an employee on leave without pay is not entitled to the benefits of the collective agreement in force in the institution, just as if they were not employed by the institution, subject to their right to claim benefits acquired previously and the provisions of Articles 10 and 11.

18.03 If a course taken by an employee for the purpose of academic upgrading or job training requires leave without pay not exceeding sixty-two (62) weeks, the employee accumulates seniority.

If the leave without pay exceeds sixty-two (62) weeks, the employee only retains seniority from the sixty-third (63rd) week on for the duration of the studies undertaken.

An employee on leave without pay who wishes to work part-time during the leave is considered to be a part-time employee and covered by the rules applicable to part-time employees.

Part-time leave without pay

18.04 A full-time employee on part-time leave without pay is considered to be a part-time employee and covered by the rules for part-time employees for the duration of the part-time leave without pay. They accumulate seniority, however, and are covered by the basic life insurance plan as if they were a full-time employee for a maximum of fifty-two (52) weeks.

If part-time leave without pay for studies is extended beyond fifty-two (52) weeks, except as concerns the first (1st) paragraph of clause 18.03 and clause 6.03 of Appendix D of the collective agreement, the employee is deemed to be a part-time employee and covered by the rules for part-time employees, in particular with respect to contributions to the pension plan.

Leave without pay to work in a northern institution

For the purpose of facilitating recruitment for northern institutions, the parties agree to the following:

18.05 After agreement with their employer, an employee recruited to work in one 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

JAMES BAY CREE TERRITORY (18)
- James Bay Cree Health and Social Services Council

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

18.06 After agreement with the original employer, this leave without pay may be extended for one or more periods totalling a maximum of forty-eight (48) months.

18.07 The following terms and conditions apply to this leave without pay to work in a northern institution:

A) Seniority

Seniority acquired by an employee during this leave without pay is recognized when they return, unless the local parties agree otherwise.

B) Experience

Experience acquired by an employee during this leave without pay is recognized when they return.

C) Voluntary transfers

An employee may apply for a position that is posted and obtain it in accordance with the provisions of the collective agreement providing that they can begin work within thirty (30) days of being appointed to it.

D) Annual vacation leave

The employer pays the employee remuneration corresponding to the number of days of annual vacation leave accumulated up to the date on which the employee goes on leave without pay.

E) Sick leave

Sick leave accumulated under clause 23.29 by the beginning of the leave is credited to the employee and reimbursed in accordance with the provisions of clause 23.30.

If employment is terminated, sick leave under clause 23.28 and that accumulated under clause 23.29 is reimbursed at the rate of pay in force at the start of the leave, in accordance with the quantum and terms and conditions provided in this collective agreement.

F) Pension plan

During this leave without pay, an employee does not suffer any prejudice to their pension plan if they return to work within the authorized period of time.

G) Group insurance

An employee is no longer entitled to coverage under the group insurance plan during leave without pay. They are, however entitled to the plan in force in the institution where they are working as soon as they begin work there.

H) Exclusion

Except for the provisions of this clause, an employee on leave without pay is not entitled to the benefits of the collective agreement in effect in the institution, just as if they were not employed by the institution, subject to their right to claim benefits acquired previously and to the provisions of Articles 10 and 11 of the collective agreement.

l) Terms and conditions for returning to the original employer

An employee may resume their position with their original employer providing that they give written notice at least thirty (30) days in advance.

If, however, the position that the employee held when they left is no longer available, they must use the bumping and/or layoff procedure provided in Article 14 of the collective agreement.

ARTICLE 19

OVERTIME

19.01 All work done in addition to the regular day or week of work with the immediate supervisor's approval or knowledge and without objection on the latter's part is deemed to be overtime.

19.02 An employee who works overtime is remunerated as follows for the number of overtime hours worked:

1- at one-and-one-half times their regular rate of pay, as a general rule;

2- at double their regular rate of pay, if the overtime is worked on a statutory holiday, in addition to payment for the holiday.

19.03 If an employee is called back to work without prior notice after having left the institution, they receive, for each callback:

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

2- remuneration for at least two (2) hours at the overtime rate.

Even if prior notice has been given, however, an employee who is required to come back to perform specific or exceptional work outside of their usual schedule for a purpose other than replacing an absent employee is also be deemed to have been called back to work.

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

19.04 It is agreed that calling back an employee on the recall list does not constitute a callback to work within the meaning of this article.

19.05 An employee who goes in to work while on stand-by duty is paid in accordance with the provisions of this article in addition to the stand-by allowance, if applicable.

19.06 An employee on stand-by duty after their regular day of work receives an allowance equal to one (1) hour of pay at straight time for each eight (8)-hour period.

19.07 An employee who is on stand-by duty outside the institution and who performs duties without having to go to the institution or to a user's home, in addition to receiving the stand-by premium, is paid at the applicable rate for the time actually spent working. However, the employee will be paid for a minimum of one (1) hour at the applicable rate. A new recall issued during the same hour is deemed continuous with the first recall.

19.08 Any work done as overtime in private service for a user is paid in accordance with the provisions of this article.

19.09 The local parties may agree to convert any time worked as overtime, including calls back to work and availability, into paid time off.

ARTICLE 20

PAID STATUTORY HOLIDAYS

20.01 The employer recognizes and observes thirteen (13) statutory holidays during the year (July 1 to June 30), including the National Holiday (June 24).

In no case may there be more than thirteen (13) paid statutory holidays for the period between July 1 and June 30.

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

20.03 When an employee is required to work on one of these statutory holidays, the employer gives them a compensating day off within four (4) weeks before or after the statutory holiday, unless the local parties have agreed that employees required to work on statutory holidays may accumulate them.

If the employer cannot grant the statutory holiday within the above-mentioned period of time and the employee has not accumulated it in a bank of time off, it agrees to pay the employee at double their regular rate of pay while at the same time paying them 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 an employee's the 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 the statutory holiday.

Furthermore, if the statutory holiday coincides with sick leave of not more than twelve (12) months, the employer pays the difference between the disability insurance benefit and the remuneration provided for in clause 20.06.

20.05 To be entitled to the preceding provisions, the employee must perform their regular duties on the working day preceding or following the statutory holiday, unless their absence is already scheduled on the work schedule, has already been authorized by the employer or is subsequently justified by a serious reason.

20.06 While on a statutory holiday, an employee receives remuneration equal to what they would receive if they were at work.

ARTICLE 21

ANNUAL VACATION LEAVE

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 leave for each month of service.

An employee who is entitled to less than ten (10) days of paid vacation leave may complete up to two (2) weeks (fourteen (14) calendar days) at their own expense.

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

An employee with at least seventeen (17) years of service is entitled to the following quantum of annual vacation leave:

17 and 18 years of service on April 30	21 working days
19 and 20 years of service on April 30	22 working days
21 and 22 years of service on April 30	23 working days
23 and 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 five (5) weeks of annual paid vacation leave.

An employee who has not been out of the health and social services system for more than one (1) year has all their years of service accumulated in the health and social services system recognized for the purpose of determining the quantum of annual vacation leave to which they are entitled. For an employee with less than one (1) year of service in the new institution on April 30, the annual vacation quantum and corresponding remuneration is prorated to the number of months of service during the reference year (May 1 to April 30). An employee may, however, complete the number of days of annual vacation leave at their own expense, up to the number to which they would be entitled if they had been employed by the institution for the entire reference year.

21.02 For calculation purposes, an employee hired between the first (1st) and the fifteenth (15th) day of the month is deemed to have a full month of service.

21.03 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.

21.04 A full-time employee on annual vacation leave receives remuneration equal to what they would receive if they were at work.

If, however, an employee has had more than one job status since the beginning of the period of service entitling them to said annual vacation leave, the amount they receive is determined as follows:

1- remuneration equal to what the employee would receive if they were at work for the number of days of annual vacation leave accumulated during the full months when they had full-time status;

2- remuneration established in accordance with 8.15, sub-paragraph 2, calculated on the amounts provided in the said sub-paragraph and paid in the course of the months during which the employee had part-time status.

21.05 When an employee leaves the employer's service, they are entitled to the days of vacation leave accumulated up to the date of their departure, in the proportions set out in this article.

ARTICLE 22

PARENTAL RIGHTS

SECTION I GENERAL PROVISIONS

22.01 Maternity, paternity and adoption leave allowances are only paid as supplements to parental insurance or employment insurance benefits, as the case may be, or, in the cases provided for below, as payments during a period of leave for which the Québec Parental Insurance Plan or the employment insurance plan do not apply.

Subject to paragraph A) of clause 22.11 and clause 22.11A, maternity paternity and adoption leave allowances are only paid during the weeks when the employee receives, or would be entitled to receive benefits under the terms of the Québec Parental Insurance Plan or employment insurance if they applied for them.

When an employee shares the parental or adoption benefits paid by the Québec Parental Insurance Plan or employment insurance with their spouse, the allowances are only paid if the employee actually receives benefits from 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 allowance that would normally be paid to the father is paid to the mother who has not given birth to the child.

22.03 The employer does not reimburse an employee for sums which might be required of them by either the Minister of Employment and Social Solidarity, under the terms of the Act respecting parental insurance (CQLR c A-29.011), or Employment and Social Development Canada, under the Employment Insurance Act (S.C. 1996, c.23).

22.03A Basic weekly pay, [1] deferred weekly pay and severance pay are neither increased nor reduced by payments received under the Québec Parental Insurance Plan or supplemental employment insurance benefits.

22.04 Unless expressly stipulated otherwise, this article may not have the effect of conferring upon an employee any monetary or non-monetary benefits they would not have had if they had remained at work.

[1] "Basic weekly pay" means an employee's regular pay, including any regular pay supplement, for one (1) week of work with regular increases, as well as additional remuneration payable to an employee under the collective agreement for postgraduate training and responsibility premiums, excluding other premiums, and without any other additional remuneration, even for overtime.

SECTION II MATERNITY LEAVE

22.05 A pregnant employee who is eligible for the Québec Parental Insurance Plan is entitled to twenty-one (21) weeks of maternity leave that must be taken consecutively, subject to clauses 22.08 or 22.08A.

An employee who is not eligible for the Québec Parental Insurance Plan is entitled to twenty (20) weeks of maternity leave that must be taken consecutively, subject to clauses 22.08 or 22.08A.

An employee who becomes pregnant while on leave without pay or part-time leave without pay as provided in this article is also entitled to this maternity leave and to the allowances provided in clauses 22.10, 22.11 or 22.11A, as the case may be.

An employee whose spouse dies has the remaining part of the maternity leave transferred to them and is entitled to the related rights and allowances.

22.06 An employee whose pregnancy comes to an end after the beginning of the twentieth (20th) week preceding the expected due date 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 payment of benefits under the Act respecting parental insurance and must start no later than the week following the first payment of benefits provided under the Québec Parental Insurance Plan.

In the case of an employee eligible for employment insurance benefits, the maternity leave must include the day of the child's birth.

22.08 When an employee has recovered sufficiently from giving birth but the child is not ready to leave the health-care institution, they may suspend their maternity leave by returning to work. The maternity leave is completed once the child is at home.

Furthermore, when an employee has recovered sufficiently from giving birth but the child is hospitalized after leaving the health-care institution, the employee may, after agreement with the employer, suspend their maternity leave by returning to work during the child's hospitalization.

22.08A At the employee's request, the maternity leave may be split into week-long periods if the child is hospitalized, or for a situation other than a pregnancy-related condition covered by clauses 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR c N-1.1).

The maximum number of weeks the maternity leave may be suspended is equal to the number of weeks the child is hospitalized. For other possibilities of splitting the leave, the maximum number of weeks that the leave may be suspended is that set out in the Act respecting labour standards for the situation in question.

During a suspension of maternity leave, an employee is considered to be on leave without pay and does not receive an allowance or benefits from the employer; they are, however, entitled to the benefits of clause 22.28.

22.08B When an employee resumes the suspended or split maternity leave under the terms of clause 22.08 or 22.08A, the employer pays the employee the allowance to which they would have been entitled

if they had not suspended or split the leave for the number of weeks remaining under the terms of 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 written notice at least two (2) weeks before going on leave. This advance notice must be accompanied by a medical certificate or a 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 the medical certificate attests that the employee must leave their position sooner than anticipated. In case of unforeseen circumstances, the employee is exempt from the formality of advance notice, subject to providing the employer with a medical certificate attesting that they had to leave the 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 an allowance calculated as follows for twenty-one (21) weeks of maternity leave:[2]

1º by adding:

a) an amount corresponding to 100% of the employee's basic weekly pay, up to $225;

b) and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above;

2º and subtracting from this total the amount of maternity or parental benefits under the Québec Parental Insurance Plan that they receive or would receive if they applied for them.

This allowance is calculated on the basis of the Québec Parental Insurance Plan benefits the employee is entitled to receive, without taking into account any amounts subtracted from these benefits due to the reimbursement of benefits, interests, penalties or other amounts recoverable under the terms of the Act respecting parental insurance.

If, however, there is a change in the amount of the benefits paid under the Québec Parental Insurance Plan as a result of a modification to the information supplied by the employer, the latter corrects the amount of the allowance accordingly.

When an employee works for more than one employer, the allowance is equal to the difference between the amount established in sub-paragraph 1o of the first paragraph and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of the basic weekly pay paid by each employer prorated to the total basic weekly pay paid by all the employers. For this purpose, the employee provides each employer with a statement indicating the weekly earnings received from all their employers, as well as the amount of the benefits they are entitled to under the Act respecting parental insurance.

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1 An employee on leave accumulates service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

2 This formula is used to take account in particular of the fact that an employee in such a situation is exempted from contributing to the pension plan, the Québec Parental Insurance Plan and employment insurance.

22.10A The employer may not use the allowance it pays to an employee on maternity leave to compensate for any reduction in the amount of Québec Parental Insurance Plan benefits attributable to pay earned with another employer.

Despite the preceding paragraph, the employer pays such compensation to the employee if the employee demonstrates, by means of a written letter to the employer to this effect, that the pay is regular pay. If the employee demonstrates that only a portion of the pay is regular, the compensation is limited to that portion.

The employer who pays the regular pay mentioned in the preceding paragraph must supply the employee with this letter at the employee's request.

The total amounts paid to the employee during maternity leave in the form of Québec Parental Insurance Plan benefits, allowances and pay must not, however, exceed the gross amount established in sub-paragraph 1 of the first (1st) paragraph of clause 22.10. The formula must be applied to the total of basic weekly pay received from their employer under clause 22.10 or their employers, as the case may be.

Cases not eligible for the Québec Parental Insurance Plan but eligible for employment insurance

22.11 An employee who has accumulated twenty (20) weeks of service and who is eligible for employment insurance without being eligible for the Québec Parental Insurance Plan is entitled to receive an allowance calculated as follows for the twenty (20) weeks of maternity leave:

A. For each week of the waiting period provided for in the employment insurance plan, an allowance calculated as follows:[1]

   by adding:

   a) an amount corresponding to 100% of the employee's basic weekly pay, up to $225;

   b) and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above;

B. For each of the weeks following the period stipulated in paragraph A, an allowance calculated as follows:

   1º by adding:

   a) an amount corresponding to 100% of the employee's basic weekly pay, up to $225;

   and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above;

   2º and subtracting from this total the amount of maternity or parental benefits under the employment insurance plan that they receive or would receive if they applied for them.

This allowance is calculated on the basis of the employment insurance benefits the employee is entitled to receive, without taking into account any amounts subtracted from these benefits due to

[1] This formula is used to take account in particular of the fact that an employee in such a situation is exempted from contributing to the pension plan, the Québec Parental Insurance Plan and employment insurance.

the reimbursement of benefits, interests, penalties or other amounts recoverable under the employment insurance plan.

If, however, there is a change in the amount of employment insurance benefits as a result of a modification to the information supplied by the employer, the latter corrects the amount of the allowance accordingly.

When an employee works for more than one employer, the allowance is equal to the difference between the amount established in sub-paragraph 1º of paragraph B of the first paragraph and the amount of employment insurance benefits corresponding to the proportion of the basic weekly pay paid by each employer prorated to the total basic weekly pay paid by all the employers. For this purpose, the employee provides each employer with a statement indicating the weekly pay received from all their employers, as well as the amount of the benefits to which they are entitled under the Employment Insurance Act.

Furthermore, if ESDC reduces the number of weeks of employment insurance benefits to which the employee would otherwise be entitled if they had not received employment insurance benefits before their maternity leave, the employee continues to receive the allowance stipulated in paragraph B here for a period equal to the weeks subtracted by ESDC as if they had received employment insurance benefits during this period.

Clause 22.10A applies, with the necessary adjustments.

Cases not eligible for either the Québec Parental Insurance Plan or employment insurance

22.11A An employee who is not eligible for either the Québec Parental Insurance Plan or employment insurance is also excluded from receiving any allowance under clauses 22.10 and 22.11.

However, a full-time employee who has accumulated twenty (20) weeks of service is entitled to an allowance calculated as follows for twelve (12) weeks if they do not receive any benefits from a parental rights plan established by another province or territory:

by adding:

a) an amount corresponding to 100% of the employee's basic weekly pay, up to $225;

b) and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above;

The 4th paragraph of clause 22.10A applies to this clause, with the necessary adjustments.

22.12 In the cases provided for in clauses 22.10, 22.11 and 22.11A:

a) No allowance may be paid during a vacation period for which the employee is remunerated.

b) Unless the applicable pay period is weekly, the allowance is paid at two (2) week intervals. In the case of an employee eligible for Québec Parental Insurance Plan or employment insurance benefits, however, the first payment is only due fifteen (15) days after the employer obtains proof that the employee is receiving benefits from one of these plans. For the purposes of this clause, a statement of benefits, a cheque stub or an official statement from the Ministère du Travail, de l'Emploi et de la Solidarité sociale or ESDC is considered proof.

c) Service is calculated on the basis of employment with all public and para-public sector employers (public service, education, health and social services) as well as health and social services agencies, organizations whose remuneration standards and scales are 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 as well as any other organization listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and para-public sectors (CQLR c R-8.2).

Furthermore, the requirement of twenty (20) weeks of service under clauses 22.10, 22.11 or 22.11A is deemed to be met, should the case arise, when the employee has met this requirement with any of the employers mentioned in this sub-paragraph.

d) The basic weekly pay of a part-time employee is their average basic weekly pay for the last twenty (20) weeks preceding the maternity leave.

If the employee has received benefits established as a certain percentage of their regular pay during this period, it is agreed that the reference for the purposes of calculating their basic pay during maternity leave is the basic pay on which such benefits have been established.

Furthermore, any period during which an employee on special leave under clause 22.19 does not receive compensation from the Commission des normes, de l'équité, de la santé et sécurité du travail (CNESST) and weeks during which the employee was on leave without pay provided for in the collective agreement is excluded for the purposes of calculating their average basic weekly pay.

If the period of the last twenty (20) weeks preceding a part-time employee's maternity leave includes the date of an increase in pay rates and scales, the basic weekly pay is calculated on the basis of the rate of pay in effect on that date. Furthermore, if the maternity leave includes the date of an increase in pay rates and scales, the basic weekly pay is increased on that date in accordance with the formula for the adjustment of the applicable pay scale.

The provisions of this sub-paragraph constitute one of the express stipulations covered by clause 22.04.

22.13 During maternity leave, employees are entitled to the following benefits, providing they are normally entitled to them:

- life insurance;
- health insurance, paying their share of contributions;
- accumulation of vacation leave;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- accumulation of seniority for the purpose of job security;
- the right to apply for and obtain a position in accordance with the provisions of the collective agreement as if they were at work.

22.14 An employee may postpone a maximum of four (4) weeks of annual vacation leave if they fall within the period of maternity leave and if the employee notifies the employer in writing no later than two (2) weeks before the end of their maternity leave of the dates to which the vacation leave is postponed.

22.15 If the birth occurs after the due date, an employee is entitled to an extension of their maternity leave equal to the period of time by which the baby is overdue, unless they already have a period of at least two weeks of maternity leave remaining after the birth.

An employee may benefit from an extension of maternity leave if their own or their child's health requires it. The length of this extension is the period of time prescribed on the medical certificate that the employee must provide.

During such extensions, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the employer. The employee only receives the benefits provided under clause 22.13 during the first six (6) weeks of the extension, after which they receive the benefits of clause 22.28.

22.16 Maternity leave may be shorter than the period of time provided in clause 22.05. If an employee returns to work within two (2) weeks of giving birth, they produce, at the employer's request, a medical certificate attesting that they have sufficiently recovered to be able to resume work.

22.17 During the fourth (4th) week preceding the end of an employee's maternity leave, the employer must send the employee notice indicating the date on which the leave is scheduled to end.

An employee to whom the employer has sent the above notice must report for work when their maternity leave expires unless the leave is extended as provided for 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 deemed to have resigned.

22.18 Upon returning from maternity leave, employees resume their position or a position obtained at their request during the leave in accordance with the provisions of the collective agreement, as the case may be.

If their position has been abolished, or if they have been bumped, the employee is entitled to the benefits they would have had if they had then been at work.

Similarly, upon returning from maternity leave, an employee who does not hold a position resumes the assignment they had when they went on leave if the assignment was expected to last longer than the maternity leave. If the assignment is terminated, the employee is entitled to any other assignment in accordance with the provisions of the collective agreement.

SECTION III SPECIAL LEAVE DURING PREGNANCY AND BREASTFEEDING

Temporary assignment and special leave

22.19 Employees may request temporary assignment to another position that is vacant or temporarily without an incumbent in the same job title or, if they consent and subject to the applicable provisions of the collective agreement, in another job title, in the following cases:

a) They are pregnant and their working conditions involve risks of infectious disease or physical danger to their unborn child.

b) Their working conditions involve hazards to the child they are breastfeeding.

c) They work 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 leave, it notifies the union immediately and informs the latter of the name of the employee and the reasons given to justify the request for protective leave.

If they agree, an employee other than the one who requests a temporary assignment may, after obtaining the employer's consent, exchange their position with the employee who is pregnant or breastfeeding for the duration of the period of the temporary assignment. This applies insofar as both employees meet the normal requirements of the job.

An employee thus assigned to another position or the employee who agrees to fill the position of the reassigned employee retains the rights and privileges attached to their respective regular positions.

An employee who regularly works on a video display terminal and requests to be temporarily assigned to another position that is either vacant or temporarily without its incumbent is then assigned with priority over employees on the recall list, subject to the provisions of clause 15.01 C).

If the temporary assignment does not take effect immediately, the employee is entitled to special leave beginning immediately. Unless the employee is subsequently given a temporary assignment putting an end to it, the special leave ends on the day they give birth in the case of a pregnant employee, or at the end of the period of breastfeeding in the case of an employee who is nursing. For an employee eligible to receive benefits under the Québec Parental Insurance Plan, however, the special leave ends as of the fourth (4th) week preceding the due date.

During the special leave provided for in this clause, the employee's indemnity is governed by the provisions of the Act respecting occupational health and safety (CQLR c S-2.1) on protective special leave for pregnant or nursing workers.

Following a written request to this effect, however, the employer pays the employee an advance on the indemnity to be received, based on projected payments. Should the CNESST pay the projected indemnity, the employer's advance is reimbursed from the indemnity. Otherwise, the advance is reimbursed at the rate of ten per cent (10%) of the sum paid in each pay period until the debt has been paid off.

If, however, an employee exercises their right to ask for a review of the CNESST's decision or to contest the decision before the Tribunal administratif du Travail, no reimbursement can be required before the CNESST's administrative review decision or the decision of the Tribunal administrative du Travail, as the case may be, has been rendered.

An employee who works regularly on a video display terminal may request a reduction in the amount of time spent working on it. 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 their rights for the purpose of reducing the amount of work on the video display terminal to a maximum of two (2) hours per half-day. If such modifications are possible, the employer then assigns the employee to other duties that they are reasonably able to perform for the rest of their hours of work.

A respiratory therapist who is pregnant and who works in constant contact with anaesthetic gases may be transferred to another respiratory care unit at their or the employer's request. This transfer is only temporary and they resume their position upon returning from maternity leave.

Other special leave

22.19A Employees are also entitled to 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 fourth (4th) 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 week preceding the date the baby is due;

c) for pregnancy-related visits to a health professional attested to by a medical certificate or a written report signed by a midwife.

22.20 For visits covered by sub-paragraph c) of clause 22.19A, the employee is entitled to special leave with full pay for up to a maximum of four (4) days. Such special leave may be taken in half (1/2) days.

During special leave under the terms of this section, employees are entitled to benefits under clause 22.13 providing they are normally entitled to them, and under clause 22.18 in Section II. Employees covered by sub-paragraph a), b) or c) of clause 22.19A are also entitled to benefits under the sick leave or disability insurance plans. In the case of sub-paragraph c) however, the employee must first use up the four (4) days mentioned in the preceding paragraph.

SECTION IV PATERNITY LEAVE

22.21 Employees are entitled to a maximum of five (5) working days of paid leave for the birth of their child. Employees are also entitled to this leave in the event of an interruption of pregnancy occurring after the beginning of the twentieth (20th) week preceding the due date. The leave may be taken non-continuously and must be taken between the beginning of the delivery and the fifteenth (15th) day after the mother or child returns home.

One of the five (5) days may be used to baptize or register the child.

A female employee whose spouse gives birth is also entitled to this leave if she is designated as one of the child's mothers.

22.21A Employees are also entitled to a maximum of five (5) weeks of paternity leave for the birth of their child; subject to clauses 22.33 and 22.33A, these weeks must be taken consecutively. This leave must end no later than the end of the fifty-second (52nd) week following the birth of the child.

If the employee is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which benefits under the Act respecting parental insurance are paid, and must begin no later than the week following the start of payment of parental insurance benefits.

A female 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 paternity leave under clause 22.21A, an employee who has completed twenty (20) weeks of service[1] receives an allowance equal to the difference between their basic weekly pay and the amount of benefits under the Québec Parental Insurance Plan or the employment insurance plan that they receive or would receive if they applied for them.

The 2nd, 3rd and 4th paragraphs of clause 22.10 or the 2nd, 3rd and 4th paragraphs 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 plan receives an allowance equal to their basic weekly pay for the paternity leave provided for in clause 22.21 if they have completed twenty (20) weeks of service.

22.21D Clause 22.12 applies to an employee receiving the allowance set out in clauses 22.21B or 22.21C, with the necessary adjustments.

SECTION V ADOPTION LEAVE AND LEAVE IN VIEW OF ADOPTION

22.22 An employee is entitled to a maximum of five (5) working days of paid leave for the adoption of a child other than their spouse's child. This leave may be non-continuous and cannot be taken more than fifteen (15) days after the child's arrival in the home.

One of these five (5) days may be used to baptize or register the child.

22.22A An employee who legally adopts a child other than their spouse's child is entitled to a maximum of five (5) weeks of adoption leave which, subject to clauses 22.33 and 22.33A, must be taken consecutively. The leave must end no later than the end of the fifty-second (52nd) week after the week in which the child arrives in the home.

For an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which they receive payments under the terms of the Act respecting parental insurance and must start no later than the week following the first payment of these benefits.

For an employee who is not eligible for the Québec Parental Insurance Plan, this leave is taken after the child's placement order, or an equivalent document in the case of an international adoption in accordance with the adoption system, is issued, or at another time agreed upon with the employer.

22.23 During the adoption leave provided in clause 22.22A, an employee who has completed twenty (20) weeks of service[2] receives an allowance equal to the difference between their basic weekly pay and the amount of benefits under the terms of the Québec Parental Insurance Plan or the employment insurance plan that they receive or would receive if they applied for them.

The 2nd, 3rd and 4th paragraphs of clause 22.10 or the 2nd, 3rd and 4th paragraphs of clause 22.11, as the case may be, and clause 22.10A apply, with the necessary adjustments.

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1 An employee on leave accumulates service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

2 An employee on leave accumulates service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

22.24 An employee who is not eligible for adoption benefits under the Québec Parental Insurance Plan or for parental benefits under the terms of the employment insurance plan and who adopts a child other than their spouse's child receives an allowance equal to their basic weekly pay during the adoption leave provided for in clause 22.22A if the employee has completed twenty (20) weeks of service.

22.24A An employee who adopts their spouse's child is entitled to a maximum of five (5) working days of leave, only the first two days of which are paid.

This leave may be interrupted and cannot be taken after the expiry of the fifteen (15)-day period following the filing of the application for adoption.

22.25 Clause 22.12 applies to an employee entitled to the allowance under the terms of clause 22.23 or 22.24, with the necessary adjustments.

22.26 An employee is entitled to unpaid leave of no more than ten (10) weeks for the adoption of a child from the date on which they take effective custody of the child, unless the child is their spouse's child.

An employee traveling outside Québec for the purpose of adopting a child other than their spouse's child is entitled to unpaid leave for the time necessary for the trip, upon written request to the employer, if possible two (2) weeks in advance.

Despite the preceding paragraphs, the leave without pay ends no later than the week following the first payment of benefits under the Québec Parental Insurance Plan or the employment insurance plan, at which time the terms of clause 22.22A take effect.

During the leave without pay, the employee is entitled to the benefits of clause 22.28.

SECTION VI LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

22.27 a) Employees are entitled to one of the following forms of leave:

1) a maximum of two (2) years of leave without pay immediately following the maternity leave provided for in clause 22.05;

2) a maximum of two (2) years of leave without pay immediately following the paternity leave provided for in clause 22.21A. The leave must not, however, extend beyond the 125th week after the birth of the child.

3) a maximum of two (2) years of leave without pay immediately following the adoption leave provided for in clause 22.22A. The leave must not, however, extend beyond the 125th week after the child's arrival in the home.

Full-time employees who do not use this leave without pay are entitled to part-time leave without pay established over a maximum period of two (2) years. The leave must not, however, extend beyond the 125th week after the birth of the child or the child's arrival in the home.

During such leave, and upon written request at least thirty (30) days in advance to the employer, an employee is authorized to make one (1) of the following changes once:

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 arrangement of part-time leave without pay.

Despite the preceding, an employee may make a second change in their leave without pay or part-time leave without pay providing that they gives notice of it in their first (1st) request for a change.

A part-time employee is also entitled to this part-time leave without pay. In the event of a disagreement with the employer over the number of days of work per week, however, a part-time employee must provide the equivalent of two-and-one-half (2-1/2) days of work.

An employee who does not make use of their leave without pay or part-time leave without pay may, for the portion of leave that their spouse has not used, choose to take leave without pay or part-time leave without pay in accordance with the formalities provided.

When an employee's spouse is not a public-sector employee, the employee may choose to use the leave provided for above whenever they so choose 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 the 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) During the second (2nd) year of leave without pay and after agreement with the employer, an employee may register for the recall list of their institution instead of returning to their position. In such a case, the employee is not subject to rules on minimum availability that may be stipulated in local provisions. The employee is then considered to be on part-time leave without pay.

22.28 During leave without pay under clause 22.27, an employee continues to accumulate seniority and retain experience and continues to participate in the applicable basic health insurance plan, paying their share of the premiums during the first fifty-two (52) weeks of the leave and the total amount of the premiums in the following weeks. As well, they may continue to participate in the applicable optional insurance plans if they request it at the beginning of leave and if they pay the full amount of the premiums.

During part-time leave without pay, an employee also accumulates seniority and, by virtue of working, is governed by the rules applicable to part-time employees.

Despite the preceding paragraphs, an employee accumulates experience for the purpose of determining their pay for the first fifty-two (52) weeks of leave without pay or part-time leave without pay.

During one of the forms of leave under clause 22.27, an employee has the right to apply for a position and obtain it in accordance with the provisions of the collective agreement as if they were at work.

22.29 An employee may take postponed annual vacation leave immediately before their leave without pay or part-time leave without pay, providing that it is continuous with their paternity, maternity or adoption leave, 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 postponed annual vacation leave.

22.29A At the end of this leave without pay or part-time leave without pay, an employee resumes their position or a position that they have obtained at their request in accordance with the provisions of the collective agreement, as the case may be. If their position has been abolished or they have been bumped, the employee is entitled to the benefits they would have had if they had then been at work.

Similarly, upon returning from leave without pay or part-time leave without pay, an employee who does not hold a position resumes the assignment they had when they went on leave if the assignment continues after the end of the leave.

Should the assignment be terminated, 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 allowed 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 this leave are the same as those provided in clauses 22.28, 22.31 and 22.32.

SECTION VII MISCELLANEOUS CLAUSES

Notice and advance notice

22.30 For paternity and adoption leave:

a) The leave under clauses 22.21 and 22.22 must be preceded as early as possible by notice from the employee to the employer.

b) The leave under clauses 22.21A and 22.22A is granted upon written request at least three (3) weeks in advance. This advance notice may, however, be shorter if the birth takes place before the due date.

The request must specify the date on which the said leave is scheduled to end.

The employee must report for work at the end of paternity leave under clause 22.21A or adoption leave under clause 22.22A unless it is extended as provided for in clause 22.31.

An employee who does not comply with the preceding sub-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 Leave without pay under clause 22.27 is granted upon written request at least three (3) weeks in advance.

Part-time leave without pay is granted following a written request submitted 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 of the return to work. It must also specify how the leave is to be arranged in terms of the position held by the employee. If the employer disagrees with the number of days of leave per week, a full-time employee is entitled to a maximum of two-and-one-half (2-1/2) days per week or the equivalent, for up to two (2) years.

In the event of disagreement with the employer over the distribution of these days, the employer schedules them.

The employee and the employer may agree to rearrange part-time leave without pay at any time.

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 advance notice of their return to work at least two (2) weeks before the end of the leave. If they do not report for work on the scheduled date, they are deemed to have resigned.

Employees who wish to end their leave without pay before the scheduled date must give advance notice in writing of their intention to do so at least twenty-one (21) days before returning to work. If the leave without pay is for more than fifty-two (52) weeks, at least thirty (30) days of advance notice must be given.

Extension, suspension or splitting of leave

22.33 When an employee's child is hospitalized, the employee may, after agreement with the employer, suspend paternity leave under clause 22.21A or adoption leave under clause 22.22A by returning to work during the period of hospitalization.

22.33A Upon request, an employee may split paternity leave under clause 22.21A, adoption leave under clause 22.22A or full-time leave without pay under clause 22.27 into separate weeks before the end of the first fifty-two (52) weeks.

The leave may be split if the employee's child is hospitalized, or in a situation covered by Sections 79.1 or 79.8 to 79.12 of the Act respecting labour standards.

The maximum number of weeks that leave may be suspended is equal to the number of weeks the child is hospitalized. For other possibilities of splitting leave, the maximum number of weeks that the leave may be suspended is that provided in the Act respecting labour standards for the situation in question.

During such a suspension of leave, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the employer. The employee is covered by clause 22.28 during this period.

22.33B When paternity or adoption leave that has been suspended or split under clauses 22.33 or 22.33A is resumed, the employer pays the employee the allowance to which they would have been entitled to if they had not suspended or split the leave. The employer pays the allowance for the number of weeks remaining under clause 22.21A or 22.22A, as the case may be, subject to clause 22.01.

22.33C An employee is entitled to an extension of paternity or adoption leave if they provide the employer with notice and a medical certificate attesting that it is required by the child's state of health before the end of paternity leave under clause 22.21A or adoption leave under clause 22.22A. The length of the extension is the length of time indicated on the medical certificate.

During this extension, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the employer. The employee is covered by clause 22.28 during this period.

22.34 An employee who takes paternity leave or adoption leave under clauses 22.21, 22.21A, 22.22, 22.22A or 22.24A is entitled to benefits under clause 22.13, providing they would normally be entitled to them, and under clause 22.18 of Section II.

22.35 An employee who is entitled to a regional disparities premium under the terms of this collective agreement receives the premium during maternity leave as provided in Section II.

Similarly, an employee who is entitled to a regional disparities premium under the terms of this collective agreement receives the premium for the weeks during which they receive an allowance under clauses 22.21A or 22.22A, as the case may be.

22.35A Any allowance or benefits under this article that have begun to be paid before a strike continue to be paid during the strike.

22.36 If changes are made to the Québec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards with respect to parental rights, the parties will meet to discuss the implications of such modifications for this parental rights plan.

ARTICLE 23

LIFE, HEALTH AND DISABILITY INSURANCE PLANS

SECTION I GENERAL PROVISIONS

23.01 In the event of death, illness or accident, employees covered by this collective agreement are entitled to the plans described in this article as of the date indicated and until their effective retirement, whether or not they have completed their probation period.

a) Any employee hired on a full-time basis or for seventy per cent (70%) or more of full-time in a position: after one (1) month of continuous service.

   Any employee hired on a full-time basis or for seventy per cent (70%) or more of full-time for an assignment: after three (3) months of continuous service, except for the basic health insurance plan, in which they participate after one (1) month of continuous service.

b) Any part-time employee who works less than seventy per cent (70%) of full-time: after three (3) months of continuous service, except for the basic health insurance plan, in which they participate after one (1) month of continuous service.

For the purpose of applying the second (2nd) sub-paragraph of a) and paragraph b), the percentage of time worked by a part-time employee is calculated as follows:

1) For a new employee, according to the percentage of time worked during the first (1st) month of continuous service for the basic health insurance plan, and during the first three (3) months of continuous service for the other plans, until the next December 31. If, however, the employee has not completed the relevant period of continuous service on October 31, or if their date of hiring falls between November 1 and December 31, the percentage of time worked is calculated as soon as they complete the relevant period of continuous service.

2) Subsequently, according to the percentage of time worked during the period from November 1 to October 31 of the previous year and applicable on January 1 of the following year.

3) As soon as a new part-time employee completes three (3) years of continuous service and on November 21 of each year, the employer sends them written notice indicating the percentage of time worked during the relevant period.

New employees who have worked twenty-five per cent (25%) or less of full time have the choice of participating or not in the basic life or disability insurance plans. If they choose to participate, they notify the employer to this effect in writing within ten (10) calendar days of receiving the notice sent to them by the employer.

On January 1 of each year, employees whose amount of work has shrunk to twenty-five per cent (25%) or less of full-time during the period from November 1 to October 31 of the previous year may cease to participate in the basic life or disability insurance plans, providing that they notify the employer to this effect in writing within ten (10) calendar days of receiving the notice sent to them by the employer.

Employees who work twenty-five per cent (25%) or less of full-time and who have chosen not to participate in the basic life or disability insurance plans may modify their choice on January 1 of each year. They must notify the employer to this effect by December 1 at the latest.

Subject to the provisions of clause 23.14, the participation of each employee in the basic health insurance plan is mandatory after one (1) month of continuous service.

4) The employer pays its full contribution to the basic health insurance plan for an employee covered by paragraph a), and half of this contribution for an employee covered by paragraph b). An employee covered by paragraph b) pays the balance of the employer's contribution in addition to their own contribution.

If an employee has not completed one (1) month of continuous service on October 31, or if their date of hiring falls between November 1 and December 31, the percentage of time worked is calculated as soon as they complete one (1) month of continuous service, and the employer's contribution remains unchanged for the subsequent year beginning on January 1.

23.02 For the purpose of this article, "dependant" means an employee's spouse, dependent child or a person with a functional impairment as defined below:

i) spouse: within the meaning of Article 1 of the collective agreement.

However, this status of spouse is lost with the dissolution of the marriage by divorce or annulment, or de facto separation of more than three (3) months in the case of a common-law union, or nullity or dissolution of a civil union. An employee who is not cohabiting with their spouse may designate this person as spouse. They may also designate another person in place of the legal spouse if the other person meets the definition of spouse set out in Article 1.

ii) dependent child: within the meaning of Article 1 of the collective agreement. An unmarried child over whom the employee or their spouse exercises parental authority or would exercise it if the child were a minor and met all the other conditions set out in Article 1 is also considered to be a dependent child.

iii) person with a functional impairment: a person of full legal age without a spouse, who is affected by a functional impairment defined in the Regulation on the general prescription drug insurance plan (CQLR c A-29.01, r 4) that occurred before the person reached eighteen (18) years of age, who does not receive any benefits under a last-resort assistance program provided for in the Individual and Family Assistance Act (CQLR c A-13.11) who is residing with the employee and over whom the employee or their spouse would exercise parental authority if the person were a minor.

23.03 Definition of disability

Disability means a state of incapacity resulting from an illness, including an accident or a complication of pregnancy, a tubal ligation, a vasectomy or similar forms of family planning, or an organ or bone marrow donation that is being monitored medically and that renders the employee totally incapable of performing the usual duties of their job or any other comparable job with similar remuneration offered to them by the employer.

23.04 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 its representative that a subsequent period is due to an illness or accident completely unrelated to the cause of the previous disability.

This period of actual full-time work or availability for full-time work is:

1- less than fifteen (15) days if the period of disability is less than seventy-eight (78) weeks;
2- less than forty-five (45) days if the period of disability is equal to or greater than seventy-eight (78) weeks.

23.05 A period of disability resulting from illness or injury voluntarily caused by the employee themselves, alcoholism or drug addiction, active participation in a riot, insurrection or criminal acts or 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 their 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 in the case of a registered plan accrues to the employer.

23.07 The provisions concerning the life, health and disability insurance plans existing in the previous collective agreement remain in force until the collective agreement comes into force.

23.08 The union insurance committee is responsible for establishing the basic health insurance plan and the optional life, health and disability insurance plans, which are an integral part of the insurance contract.

The insurance contract must be underwritten by an insurance company whose head office is located in Québec.

The optional plans that may be established by the committee are life insurance, health insurance and disability insurance plans.

Premiums for the optional plans are borne entirely by participants. Participation is optional in accordance with the terms of the insurance contract.

The contract must provide that the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) may obtain from the insurer any useful and relevant statement or statistical compilation that the insurer provides to the union committee.

The CPNSSS receives a copy of the specifications, the list of insurance companies tendering and a copy of the contract. The CPNSSS is informed of any change in the contract, and changes affecting the administration of the plans are subject to agreement between the negotiating parties. No change in premiums may take effect until at least sixty (60) days after written notice is sent to the CPNSSS.

The CPNSSS and the FSSS-CSN meet as necessary to try and resolve problems related to the administration of the basic health insurance plan and the optional plans.

The employer does the work required to establish and implement the basic health insurance plan and optional plans in accordance with the terms of the contract reached between the insurer and the union committee. The employer co-operates in any campaign concerning the insurance plans. In particular, the employer:

a) provides information to employees;

b) registers and withdraws employees;

c) forwards to the insurer applications for coverage and relevant information for keeping the insured person's file up to date with the insurer;

d) forwards requests to terminate coverage to the insurer;

e) collects the required contributions and remits to the insurer the premiums deducted or received from employees, as the case may be;

f) gives employees application forms, benefits forms, bulletins, pamphlets, insurance certificates or other documents supplied by the insurer;

g) transmits information normally required from the employer by the insurer to settle certain benefits;

h) transmits to the insurer the names of employees who have informed the employer that they have decided to retire.

The waiting period for the disability insurance plan may not be less than twenty-four (24) months, and the net benefit after taxes may not exceed eighty per cent (80%) of net pay after taxes, including the benefits that an employee may receive from any other source, in particular under the Act respecting the Québec Pension Plan (CQLR c R-9), the Automobile Insurance Act (CQLR c A-25), the Act respecting industrial accidents and occupational diseases (CQLR c A-3.001) and the various acts regarding pension plans; this maximum should not be interpreted as imposing an identical limit on the benefits that an employee may receive from other sources.

Persons covered by the provisions of the James Bay and Northern Québec Agreement as defined in Section 1 of the Act approving the agreement concerning James Bay and Northern Québec (CQLR c C-67) who are also employees within the meaning of this collective agreement may be exempted from participating in the basic plan and the supplementary health insurance plan(s) and retain the right to participate in the supplementary life and disability insurance plans.

SECTION II BASIC LIFE INSURANCE PLAN

23.09 An employee covered by paragraph a) of clause 23.01 is entitled to six thousand four hundred dollars ($6,400) of life insurance.

An employee covered by paragraph b) of clause 23.01 is entitled to three thousand two hundred dollars ($3,200) of life insurance.

The employer pays one hundred per cent (100%) of the cost of the above-mentioned life insurance.

23.10 Employees who on the date the previous collective agreement came into force were entitled to a life insurance plan for an amount greater than the one provided by this agreement as part of a group insurance plan to which the employer contributed, and who remained insured during the previous collective agreement for the greater 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, may remain insured providing that:

a) they had made a written request to their employer on the form provided for this purpose by December 1, 1976 at the latest;

b) they make monthly payments of the first forty cents ($0.40) of the cost of such insurance for each one thousand dollars ($1,000) of insurance, the employer paying the difference in the cost.

SECTION III BASIC HEALTH INSURANCE PLAN

23.11 In accordance with the terms of the contract, the basic plan covers medication prescribed by a physician or a dentist and sold by a licensed pharmacist or duly authorized physician, and, if provided by the insurance contract, transportation by ambulance, hospital and medical costs not otherwise reimbursable when the insured employee is temporarily outside of Quebec and when their condition necessitates their hospitalization outside of Québec, purchase of an artificial limb in the event of loss during an insured period, or other supplies and services prescribed by an attending physician and necessary for the treatment of the illness, and hospitalization costs to a maximum of the cost of a semi-private room.

23.12 In each pay period, the employer's contribution for the basic health insurance plan, excluding costs for hospitalization in a semi-private room, for any employee cannot exceed the lesser of the following amounts:

a) in the case of employees insured for themselves and their dependants:

i) job title in rankings 12 to 28 :

- pay every 14 days: $17.91;

- pay every 7 days: $8.97;

ii) job title in rankings 1 to 11 :

- pay every 14 days: $39.72;

- pay every 7 days: $19.83.

b) in the case of employees ensured for themselves alone:

i) job title in rankings 12 to :

- pay every 14 days: $7.17;

- pay every 7 days: $3.57;

ii) job title in rankings 1 to 11:

- pay every 14 days: $15.84;

- pay every 7 days: $7.92.

c) double the premium paid by the employee themselves for the benefits provided by the basic plan.

The employer continues to make this contribution for any absence without pay of twenty-eight (28) days or less.

The employer's contribution varies, if applicable, if the employee changes job titles.

23.13 The insurance contract must provide for waiving the employer's contribution as of the one hundred and fifth (105th) week of an employee's disability.

23.14 Participation in the basic health insurance plan is mandatory.

Upon written notice to the employer, however, an employee may refuse or cease to participate in the health insurance plan providing they prove that they are insured under another group insurance plan or, if the contract allows, the general drug insurance plan provided by the Régie de l'assurance-maladie du Québec (RAMQ).

An employee on leave without pay for more than twenty-eight (28) days may stop participating in the basic health insurance plan on the same conditions. If these conditions are not met, the employee pays the full amount of their contributions and the employer's contributions.

23.15 Subject to the provisions of clause 23.14, an employee continues to participate in the insurance plans during a suspension of up to twenty-eight (28) days. In the event of a suspension of more than twenty-eight (28) days, an employee may continue to participate by paying the full amount of their contributions and the employer's contributions, if applicable.

23.16 An employee who has refused or ceased to participate in the basic health insurance plan may resume participation in accordance with the conditions provided in the contract.

SECTION IV DISABILITY INSURANCE PLAN

23.17 Subject to the provisions of this agreement, employees are entitled to the following for each period of disability during which they are absent from work:

a) For up to the lesser of the number of accumulated days of sick leave credited to them or five (5) working days, payment of benefits equal to the pay they would receive if they were at work.

However, if an employee must be absent from work because of illness without having enough days credited to them to cover the first five (5) working days of the absence, they may use in advance the days that they will accumulate up to November 30 of the current year. If, however, the employee leaves the position before the end of the year, they must reimburse the employer out of their last pay for the days of sick leave taken in advance and not yet earned, at the rate prevailing at the time of their departure.

Full-time employees may, at their request, receive payment at the straight-time rate, in lieu of taking leave for one or more days of the following types of leave to cover the waiting period:

- accumulated annual vacation days in excess of those provided for in the Act respecting labour standards (CQLR, c. N-1.1);

- a maximum of five (5) banked statutory holidays if the local parties have so agreed;
- floating days off, where applicable.

Part-time employees may, at their request, receive payment at the straight-time rate in lieu of taking leave for accumulated annual vacation leave to cover the waiting period.

If payment is received for one or more of these types of leave, this does not have the effect of interrupting or extending the waiting period.

b) Starting from the sixth (6th) working day and up to one hundred and four (104) weeks, payment of benefits equal to eighty per cent (80%) of the pay they would receive if they were at work.

For part-time employees, the amount of benefits is established in proportion to the time worked during the last fifty-two (52) calendar weeks preceding a period of disability period, prorated to the amount of benefits payable to a full-time employee. Weeks of authorized sick leave, vacation, maternity, paternity, adoption or protective leave or leave without pay provided for in the collective agreement are excluded from this calculation.

This calculation must, however, cover at least twelve (12) weeks. Otherwise, the employer takes into account weeks prior to the fifty-two (52)-week period until the calculation covers a twelve (12)-week period.

If the calculation cannot cover a minimum of twelve (12) weeks because the period between the employee's last date of hiring and the commencement of disability does not allow it, the calculation is then made on the basis of this period.

For any period of disability, the employee accumulates experience for the purpose of advancement on the pay scale.

c) Beginning in the eighth (8th) week of disability as defined in clause 23.03, an employee who receives disability insurance benefits may, on the recommendation of a physician designated by the employer or at the employee's request and on the recommendation of their attending physician, be entitled to one or more periods of rehabilitation in their position, in their assignment or, if their assignment has ended, in another assignment, for a maximum of three (3) consecutive months.

This rehabilitation is possible with the consent of the employer, providing that it can enable the employee to perform all of their usual duties. During any rehabilitation period, the employee continues to be covered by the disability insurance plan.

At the end of the three (3) months, the employer and the employee may, on the recommendation of the attending physician, agree to extend this period for a maximum of another three (3) consecutive months.

The employer may extend a rehabilitation period on the recommendation of its designated physician.

An employee may terminate their rehabilitation period before the end of the period agreed upon by presenting a medical certificate from their attending physician. The employer may terminate a rehabilitation period, on the recommendation of its designated physician.

During rehabilitation, an employee is entitled to both their pay for the proportion of time worked and the disability insurance benefits to which they are entitled for the proportion of time not worked. The time not worked for a part-time employee corresponds to the difference between the average number of days used to calculate their benefits and the number of days worked.

A rehabilitation period does not have the effect of interrupting the period of disability or extending the period during which full or reduced disability insurance benefits are paid beyond one hundred and four (104) weeks of benefits for that disability.

At the end of a rehabilitation period, the employee may return to their position if they are no longer disabled. If their disability persists, the employee continues to receive benefits for as long as they are eligible for them.

23.18 The employee continues to participate in the Government and Public Employees Pension plan (RREGOP) as long as the benefits provided for in paragraph b) of clause 23.17 are payable, including the waiting period, and for one (1) additional year if they are disabled at the end of the twenty-fourth (24th) month, unless they return to work, die or retire before the end of this period. They benefit from a waiver of their contributions to the RREGOP with no loss of rights as soon as the benefit provided under paragraph a) of clause 23.17 ceases to be paid or the period provided in the third (3rd) paragraph of clause 23.32 expires, as the case may be. The provisions on the waiver of contributions are an integral part of RREGOP provisions. Subject to the provisions of the collective agreement, payment of benefits must not be interpreted as conferring the status of employee on the person receiving them, nor as adding to their rights as such, particularly with respect to the accumulation of days of sick leave.

If the insurance contract provides for it, an employee continues to benefit from the insurance plans provided for in the collective agreement for a period of three (3) years following the start of their disability. Their contributions are waived after the expiry of the waiting period.

23.19 The disability insurance benefits are reduced by the initial amount of all disability benefits payable under any law, including the Quebec's Automobile Insurance Act, the Act respecting the Quebec Pension Plan, the Act respecting industrial accidents and occupational diseases and the various acts respecting pension plans, without regard for subsequent increases in basic benefits as a result of indexation. More specifically, the following provisions apply.

a) If the disability entitles the employee to benefits payable under the Act respecting the Quebec Pension Plan or various acts respecting pension plans, the disability insurance benefits are reduced by the amount of these disability benefits.

b) If the disability entitles the employee to benefits paid under the terms of Quebec's Automobile Insurance Act, the following provisions apply:

   i) For the period covered by paragraph a) of clause 23.17, if the employee has banked sick days, the employer pays the employee the difference between their net pay[1] and the benefits payable by the Société d'assurance automobile du Québec (SAAQ). The bank of sick days is reduced in proportion to the amount paid in this way.

[1] Net pay: net pay means gross pay minus federal and provincial income tax and contributions to the QPP and employment insurance.

ii) For the period covered by paragraph b) of clause 23.17, the employee receives the difference between eighty-five per cent (85%) of their net pay[1] and the benefits payable by the SAAQ.

c) If an employment injury entitles the employee to an income replacement indemnity paid under the Act respecting industrial accidents and occupational diseases, the following provisions apply:

i) The employee continues to receive ninety per cent (90%) of their net pay[1] from their employer until the date on which their injury is consolidated without, however, exceeding one hundred and four (104) weeks from the beginning of their period of disability.

ii) If their injury is consolidated before the one hundred and fourth (104th) week following the date on which their continuous absence as a result of an employment injury began, the disability insurance plan provided for in clause 23.17 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 disability 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 stipulated in i) and ii).

The employee must sign the required forms to authorize these reimbursements to be made 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 disability insurance benefits.

No disability insurance benefits can be paid for a disability compensated under the Act respecting industrial accidents and occupational diseases when the employment injury entitling the employee to such compensation occurred with another employer. In such a case, the employee is required to inform their employer of such an occurrence and the fact that they are receiving an income replacement indemnity. If, however, the CNESST ceases payment of an indemnity pursuant to the Act respecting industrial accidents and occupational diseases following an employment injury that occurred with another employer, the disability insurance plan provided for in clause 23.17 applies if the employee is still disabled as defined in clause 23.03, and in such a case the date when such an absence begins is considered to be the date on which the disability began for the purposes of applying the disability insurance plan.

In order to receive benefits under clause 23.17 or under this clause, the employee informs the employer of the amount of weekly benefits payable under any legislation.

23.20 Payment of benefits cease upon the employee's effective date of retirement. The amount of the benefits is split, if necessary, into one-fifth (1/5) of the amount provided for a complete week for each working day of disability during the normal work week.

23.21 No benefits are paid during a strike, except for a disability that began prior to it.

23.22 Sick leave benefits as well as disability insurance benefits are paid directly by the employer, subject to the employee presenting supporting documents that may be reasonably required.

An employee is entitled to reimbursement of any amount charged by a physician for a request for additional medical information required by the employer.

The employee is responsible for seeing that all supporting documents are duly completed.

23.23 Regardless of the duration of the absence or whether it is compensated, or whether an insurance contract is underwritten for the purpose of protecting against the risk, the employer, insurer or the government agency chosen by the employer party as the employer's representative for this purpose may verify the reason for the absence and control both the nature and the duration of the disability.

23.24 In order to permit this verification, the employee must notify their employer without delay whenever they are unable to report for work because of illness and promptly submit the supporting document required under clause 23.22; the employer or its representative may require a declaration by the employee or their attending physician except in cases where, because of circumstances, no physician has been consulted. The employer may also have the employee examined for any absence, in which case the employer notifies the union in writing at the same time as the employee, the cost of the examination is not borne by the employee and reasonable travelling expenses incurred are reimbursed in accordance with the provisions of the collective agreement.

23.25 The verification may be done on a sampling basis as well as when needed when the employer considers it appropriate due to an accumulation of absences. If the employee makes a false declaration or if the reason for the absence is something other than the employee's illness, the employer may take appropriate disciplinary measures.

23.26 If the nature of their illness or injuries means that an employee cannot notify the employer without delay and promptly submit the required proof, they must do so as soon as possible.

23.27 Procedure for settling a dispute concerning a disability

An employee may use the following procedure to contest any dispute concerning the alleged non-existence or termination of a disability, a decision by the employer requiring them to engage in or extend a rehabilitation period, or the existence or non-existence of permanent functional limitations.

1- The employer must notify the employee and the union in writing of its decision not to recognize or no longer recognize a disability, to require the employee to engage in or to extend a period of rehabilitation or to recognize or not the existence of permanent functional limitations. The notice sent to the employee is accompanied by the report or reports and expert medical opinions directly related to the disability that the employer will send to the medical arbitrator and that will be used in the arbitration procedure provided by paragraph 3 or 4.

2- An employee who does not report for work on the day indicated in the notice mentioned in paragraph 1 is deemed to have contested the employer's decision by means of a grievance on that date. In the case of an unassigned part-time employee on the recall list, the grievance is deemed to have been filed on the day on which the union receives notice from the employer indicating that the employee has not reported for work on an assignment offered to them or no more than seven (7) days after receiving the notice mentioned in paragraph 1.

3- If a disability falls within the field of practice of a physiatrist, psychiatrist or orthopaedist, the medical arbitration procedure applies.

a) a) The local parties have ten (10) days from the date the grievance is filed to agree on the choice of a medical arbitrator. If there is no agreement on the relevant specialty in the first five (5) days, the specialty is determined in the following two (2) days by the general practitioner or their 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 this case, the local parties have the number of days remaining in the ten (10)-day period to agree on the choice of the medical arbitrator. If they fail to reach agreement on the choice of the medical arbitrator, the registrar designates one in rotation from the list set out in this sub-paragraph, according to the relevant specialty decided upon and the following two (2) geographic sectors:

PHYSIATRY

Eastern sector[2]

Lavoie, Suzanne, Québec
Morand, Claudine, Québec

Western sector[3]

Bouthillier, Claude, Montréal
Lambert, Richard, Montréal
Morand, Marcel, Laval
Tinawi, Simon, Montréal

ORTHOPAEDICS

Eastern sector2

Bélanger, Louis-René, Saguenay
Blanchet, Michel, Québec
Boivin, Jules, Québec
Lacasse, Bernard, Québec
Lefebvre, François, Saguenay
Lemieux, Rémy, Saguenay
Lépine, Jean-Marc, Québec

1 For the duration of this collective agreement, the general practitioner is Dr. Daniel Choinière and his alternate will be determined at a later date.

2 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.

3 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 the James Bay Cree Territory.

Western sector[1]

Beauchamp, Marc, Montréal
Beaumont, Pierre, Montréal
Blanchette, David, Montréal
Desnoyers, Jacques, Longueuil
Dionne, Julien, Saint-Hyacinthe
Gagnon, Sylvain, Montréal
Godin, Claude, Montréal
Héron, Timothy A., Montréal
Jodoin, Alain, Montréal
Lamarre, Claude, Montréal
Major, Pierre, Montréal
Murray, Jacques, Sorel-Tracy
Renaud, Éric, Laval

PSYCHIATRY

Eastern sector[2]

Brochu, Michel, Québec
Gauthier, Yvan, Québec
Girard, Claude, Québec
Jobidon, Denis, Québec
Laplante, Bruno, Québec
Leblanc, Gérard, Québec
Proteau, Guylaine, Québec

Western sector[1]

Côté, Louis, Montréal
Fortin, Hélène, Montréal
Gauthier, Charles, Laval
Grégoire, Michel F., Montréal
Guérin, Marc, Montréal
Legault, Louis, Montréal
Margolese, Howard Charles, Montréal
Pineault, Jacinthe, Saint-Hyacinthe
Poirier, Roger-Michel, Montréal
Turcotte, Jean-Robert, Montréal

b) To be chosen, the medical arbitrator must be able to render a decision within the prescribed time limits.

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1 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 the James Bay Cree Territory.

2 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.

c) Within fifteen (15) days of the determination of the relevant specialty, the employee or the union representative and the employer send the medical arbitrator the files and expert opinions directly related to the disability produced by their respective physicians.

d) The medical arbitrator meets with the employee and examines them if they deem it necessary. This meeting must be held within thirty (30) days of the determination of the relevant specialty.

e) Travel expenses reasonably incurred by the employee are reimbursed by the employer in accordance with the provisions of the collective agreement. If the employee's health does not allow them to travel, they are not required to do so.

f) The medical arbitrator's mandate is solely to determine the following:

- whether or not the disability exists;
- the date on which the disability ends;
- whether or not there are permanent functional limitations;
- the employee's capacity to engage in a period of rehabilitation or an extension of this period.

g) If the medical arbitrator concludes that the employee is or remains disabled, they may also determine the employee's ability to engage in a period of rehabilitation.

h) The medical arbitrator renders a decision on the basis of the documents provided in accordance with the provisions of sub-paragraph c) and the meeting provided for in sub-paragraph d). The medical arbitrator must, subject to compliance with the rules of professional conduct, decide between the opinion of the attending physician and that of the physician designated by the employer. They must render a decision no later than forty-five (45) days after the date the grievance is filed. Their decision is final and binding.

4- If the disability does not fall within the field of practice of a physiatrist, psychiatrist or orthopaedist, the medical arbitration procedure provided in paragraph 3 applies, replacing sub-paragraph a) with the following:

The local parties have ten (10) days from the date on which the grievance is filed to agree on the choice of a medical arbitrator. If there is no agreement on the relevant specialty in the first five (5) days, the specialty is determined in the following two (2) days by the general practitioner or their 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 this case, the local parties have the number of days remaining in the ten (10)-day period to agree on the choice of the medical arbitrator. If they fail to reach agreement on the choice of the medical arbitrator, the employer notifies the general practitioner or the latter's alternate to have them appoint a physician in the field of practice identified within five (5) days.

[1] For the duration of this collective agreement, the general practitioner is Dr. Daniel Choinière and his alternate will be determined at a later date.

If the employer disputes the termination of the employee's disability period, it notifies the employee and the union in writing to this effect. The employee has thirty (30) days after the employer's decision to file a grievance. The provisions of paragraphs 3 or 4 apply, as the case may be.

The employee receives the disability insurance benefits provided for in this article until the date of their return to work or until the medical arbitrator's decision.

The employer may not require the employee to return to work before the date stipulated on the medical certificate or until the medical arbitrator has ruled otherwise.

If the decision is that the disability does not exist or has ceased to exist, the employee reimburses the employer at the rate of ten per cent (10%) of the amount paid by pay period, until the debt is paid off.

An employee may not contest their ability to return to work under the terms of this collective agreement in cases where a competent body or tribunal established by law, in particular the Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases or the Crime Victims Compensation Act (CQLR c I-6), has already rendered a decision concerning their ability to return to work with regard to the same disability or diagnosis.

23.28 The sick days credited to an employee on April 1, 1980 and not used in accordance with the provisions of the preceding collective agreement remain credited to them and may be used at the regular rate of pay in effect when used in the following manner:

a) to cover the waiting period of five (5) working days when the employee has exhausted their 9.6 sick days under clause 23.29 in the course of the year;

b) for early retirement purposes;

c) in order to redeem years of service for which contributions have not been paid to the RREGOP (Section III of Chapter II of the Act);

   In this case all of the bank of sick days can be used, as follows:

   - first, the first sixty (60) days at their full value;

   and

   - then, the excess of sixty (60) days, without limit, at half their value.

d) to cover the difference between the employee's net pay and the disability insurance benefits provided for in paragraph b) of clause 23.17. During this period, the banked sick days are reduced in proportion to the amount thus paid;

   The same rule applies when the one hundred and four (104) weeks of disability insurance benefits expire. For the purpose of applying this clause, net pay means gross pay minus federal and provincial taxes and QPP, employment insurance and pension plan contributions;

e) when an employee leaves the job, up to sixty (60) working days of accumulated sick days are paid to them in full. Anything over sixty (60) working days of accumulated sick leave is paid to the employee at the rate of one half (1/2) a working day per accumulated working day up to thirty (30) working days. In no case may the maximum number of days cashed in when an employee leaves the job exceed ninety (90) working days.

23.29 At the end of each month of remunerated service, an employee is credited with 0.80 of a working day of sick leave. If the credit under the terms of the previous collective agreement was other than one (1) day per month, the credit is calculated at the rate provided in that collective agreement minus 0.20 days per month. For the purpose of applying this clause, any authorized absence of more than thirty (30) days interrupts the accumulation of sick leave; this accumulation is not, however, interrupted if an employee is absent for more than thirty (30) consecutive days under clause 21.01.

Any continuous period of disability of more than twelve (12) months interrupts the accumulation of annual vacation leave, regardless of the reference period provided in clause 21.03.

An employee may use five (5) of the sick days provided in the first (1st) paragraph as personal days. An employee takes these days separately and notifies the employer at least forty-eight (48) hours in advance, providing that the employer can ensure the continuity of activities in the. The parties may agree in local arrangements to allow an employee to split these three (3) days of sick leave for personal reasons into half (1/2) days. If so, the parties agree on the applicable terms and conditions.

Sick days to be accumulated by November 30 of the current year may be used in advance. They may not, however, be used in advance between December 15 and January 15 unless there is an agreement to this effect with the employer. If the employee leaves the job before the end of the year, they must reimburse the employer out of their last pay cheque at the rate prevailing at the time of their departure for days of leave taken in advance and not yet earned.

23.30 An employee who has not used all of the sick days to which they are entitled in accordance with clause 23.29 are paid on December 15 of each year for days accumulated and not used as of November 30 of each year.

23.31 Disability periods already under way on the date this collective agreement comes into force are not interrupted.

23.32 Instead of accumulating sick days as provided in clause 23.29, a part-time employee receives with each pay 4.21% of:

- their pay;
- the pay they would have received if it were not for unpaid sick leave that occurs while they are assigned to their position or an assignment;
- the pay used as the basis for establishing maternity, paternity, adoption or protective leave. The amount calculated during protective leave is not, however, paid with each pay period; instead it is accumulated and paid at the same time as vacation pay.

However, a new part-time employee who has not completed three (3) months of continuous service and who chooses under clause 23.01 not to be covered by the insurance plans receives 6.21% of the remuneration stipulated in the first (1st) paragraph.

A part-time employee covered by sub-paragraphs a) or b) of clause 23.01 is entitled to the other provisions of the disability insurance plan, except that benefits for each period of disability are only payable after seven (7) calendar days of absence from work due to a disability, starting from the first (1st) day on which the employee was required to report for work.

The preceding paragraph does not apply to a part-time employee who has decided under clause 23.01 not to be covered by the insurance plans.

SECTION V TERMS AND CONDITIONS FOR THE RETURN TO WORK OF AN EMPLOYEE WHO HAS SUFFERED AN EMPLOYMENT INJURY AS DEFINED BY THE ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

23.33 Unless the local parties agree otherwise, for as long as an employee is eligible for an income replacement indemnity, the employer may assign them temporarily either to their original position or to a position temporarily without its incumbent, with priority over employees on the recall list and subject to the provisions of clause 15.01, even if the injury is not consolidated. The assignment is made to a position that, in the opinion of the attending physician, does not endanger the employee's health, safety or physical well-being given their injury, is conducive to the employee's rehabilitation and the duties of which they are reasonably able to accomplish. The employer terminates the assignment upon receiving a medical certificate to this effect from the attending physician. Before the start of the assignment, the employer gives the employee a copy of the form describing the conditions of the temporary assignment. As well, it informs the union at the start of the assignment that an employee is temporarily assigned.

23.34 An employee who despite the consolidation of their injury remains unable to meet the normal requirements of their job is reassigned in accordance with one of the following procedures:

- The employee is registered on a special team and deemed to have applied for any vacant or newly created position with the same job status if, in the opinion of their attending physician, their residual capacities allow them to perform the duties associated with the position without endangering their health, safety or physical well-being, given their injury.

  Despite the provisions on voluntary transfers, the position is awarded to the employee with the most seniority on the special team, subject to clause 15.05, providing that they are able to meet the normal requirements of the job.

  An employee who refuses a position thus offered without a valid reason ceases to be registered on the special team.

- The local parties may also agree to adapt either the employee's original position or a vacant or newly created position so as to allow them to perform only those duties that in the opinion of their attending physician do not endanger their health, safety or physical well-being, given their injury.

In no case is an employee who obtains a position in accordance with the provisions of this clause paid less than what they would have received before the beginning of their continuous absence due to their injury.

SECTION VI RESERVED POSITION

23.35 If an employee becomes unable to perform some or all of the duties involved in their position for medical reasons, the employer and the union may, on the recommendation of the health office or physician appointed by it or a recommendation from the employee's physician, agree to reassign the employee to another position for which they are able to meet the normal requirements. In such a case, the employee does not incur a reduction in pay and the position thus awarded is not subject to the provisions on voluntary transfers.

ARTICLE 24

PENSION PLAN

24.01 Employees are covered by the provisions of the Teacher's Pension Plan (RRE), the Public Sector Superannuation Plan (RRF) or the Government and Public Employees Retirement Plan (RREGOP), as the case may be.

Phased retirement plan

24.02 The purpose of the phased retirement plan is to allow a full-time employee or a part-time employee who holds a position and works more than forty per cent (40%) of full-time to reduce the amount of time they work during the last years before retirement.

24.03 Obtaining phased retirement is subject to prior agreement with the employer, taking into account the needs of the service.

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 phased retirement program is subject to the following terms and conditions.

1) **Period covered by these provisions and retirement**

   a) These 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 done is called "the agreement" in this article.

   c) At the end of the agreement, the employee retires;

   d) However, if the employee is not eligible for retirement at the end of the agreement because of circumstances beyond their control (e.g. strike, lockout, correction of previous 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) Phased retirement must be requested in writing at least ninety (90) days before the start of the agreement; the request must also stipulate the length of the agreement.

   c) The percentage of time worked must be at least forty per cent (40%) and no more than eighty per cent (80%) of the time worked by a full-time employee, on an annual basis.

   d) The amount and arrangement of time worked must be agreed upon by the employee and employer and may vary over the duration of the agreement. Moreover, during the

agreement the employer and the employee may agree to modify the arrangement 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 is remunerated in proportion to the amount of time worked.

b) An employee continues to accumulate seniority as if they were not participating in the program.

For a part-time employee, the reference period for calculating seniority is the weekly average number of days of seniority accumulated during their last fifty-two (52) weeks of service or since they began working, whichever date is the closest to the start 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 they performed 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 performed before the start of the agreement.

e) Should the employee become disabled during the course of the agreement, they benefit from a waiver on contributions to the pension plan on the basis of the evolving pensionable earnings and the amount of work (full-time or part-time) performed before the start of the agreement.

During a period of disability, the employee receives disability insurance benefits calculated according to the arrangement and annual percentage of work agreed upon, without extending beyond the date on which the agreement ends.

f) In accordance with clause 23.28, days of sick leave credited to an employee may be used in the framework of the agreement to exempt the employee from some or all of the work to be done under the agreement for a number of days equal to the number of sick days credited to the employee.

g) For the duration of the agreement, the employee benefits from the basic life insurance plan that they had before the start of the agreement.

h) The employer continues to pay its premium for the basic health insurance plan corresponding to what it paid before the start of the agreement, providing that the employee pays their share.

4) **Voluntary transfer**

When an employee benefiting from the phased retirement program is voluntarily transferred, the employee and the employer meet to agree on whether or not to continue the agreement and on any modifications to be made to it. Should they fail to agree, the agreement is terminated.

5) **Bumping or layoff**

For the purpose of applying the bumping procedure, when an employee's position is abolished or the employee is bumped, the employee is deemed to be performing the amount of work (full-time or part-time) normally provided for the position. They continue to benefit from the phased retirement program.

In the case of an employee who has job security and is laid off, the layoff does not have any effect on the agreement; it 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 for more than three (3) years if the employee was eligible for disability insurance during the first two (2) years of the disability.

In these cases as well as in those provided in paragraph 24.04 4), the service credited under the agreement is preserved; unpaid contributions, if any, with accrued interest, remain in their file.

24.05 Unless otherwise provided in the preceding clauses, an employee benefiting from the phased retirement program is governed by the rules of the collective agreement applying to part-time employees.

ARTICLE 25

BENEFITS

25.01 The employer gives employees:

1- five (5) calendar days of leave for the death of their spouse, dependent child or;

2- three (3) calendar days of leave for the death of the following family members: father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law;

3- two (2) calendar days of leave for the death of their spouse's child, with the exception of those covered by paragraph 25.01-1;

4- one (1) calendar day of leave for the death of their sister-in-law, brother-in-law, grand-parents or grand-children.

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 secular ceremony) takes place two hundred and forty (240) kilometres or more from their home.

25.02 The leave under any of the paragraphs of clause 25.01 may be taken, at the employee's discretion, between the date of the death and the date of the funeral (religious or secular ceremony) inclusively. Leave of more than one (1) calendar day must be taken continuously.

The leave under any of the paragraphs of clause 25.01 may be taken starting the day after the death when the death is anticipated pursuant to the Act respecting end-of-life care (CQLR, c S-32.0001). The employee must inform the employer of the absence as soon as possible.

Despite the preceding, an employee may use one of the days of leave under paragraph 25.01-1 to 25.01-4 to attend the burial or cremation when one of these events takes place outside the period of time provided.

25.03 For the calendar days of leave mentioned in clause 25.01, an employee receives remuneration equal to what they would have received had they been at work, unless those days coincide with any other leave provided in this collective agreement.

25.04 In all cases, the employee notifies their immediate supervisor or the personnel manager, and at the latter's request submits 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 they are not one of the interested parties receives the difference between their regular pay and the allowance paid by the court for the period of juror or witness duty.

In the case of civil proceedings against an employee in the framework of the normal performance of their duties, the employee does not suffer any loss of regular pay for the time they are required to be in court.

25.06 Upon request at least four (4) weeks in advance, an employee is entitled to one (1) week of paid leave for their marriage.

An employee who holds a part-time position is entitled to the week of paid leave in proportion to the number of days provided for the position that they hold. If the employee has an assignment on the date they go on leave, the leave is paid in proportion to the number of days scheduled for the assignment on that date plus, if applicable, the number of days of the position that they hold if they have not temporarily left their position. Other part-time employees are entitled to this paid leave in proportion to the number of days scheduled for the assignment held on the date they go on leave.

25.07 An employee is entitled to two (2) fifteen (15)-minute rest periods per day of work.

25.08 An employee may, after having notified their employer as quickly as possible, take up to ten (10) days of time off work without pay per year to meet obligations related to the care, health or education of their child or their spouse's child, or because of the health of their spouse, father, mother, brother, sister or grandparent.

Days used for this purpose are deducted from the employee's annual bank of sick leave or taken as leave without pay, at the employee's discretion.

This leave may also be split into half days if the employer agrees.

25.09 An employee may take time off work under Sections 79.8 to 79.15 of the Act respecting labour standards (CQLR c N-1.1) by informing the employer of the reasons for their absence as soon as possible and providing proof justifying the absence.

During this leave without pay, an employee accumulates seniority and experience. They continue to participate in the basic health insurance plan, paying their share of premiums. They may also continue to participate in applicable optional insurance plans by requesting it at the start of the leave and paying the full cost of the premiums.

At the end of this leave without pay, the employee may return to their position or a position they have obtained at their request in accordance with the provisions of the collective agreement, as the case may be. If their position has been abolished or they have been bumped, the employee is entitled to the benefits they would have had if they had then been at work.

Similarly, upon returning from leave without pay, an employee who does not hold a position returns to the assignment that they had when they went on leave if the assignment is still in progress after the end of the leave.

Should the assignment be terminated, 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 users at an employee's workplace or when an employee can reach the institution to have their meals within the period of time provided for this purpose, the employer provides them with a suitable meal when the meal(s) are part of their work schedule.

An employee who receives a meal allowance instead of the meal provided in this clause because of their work location continues to receive it unless the employer is able to replace it otherwise.

Meals are priced by item, but the price of a full meal must not exceed:[1]

breakfast:	$2.10
lunch:	$4.76
supper:	$4.76

On April 1 of each year, the cost of meals is increased by the percentage increase in rates of pay and pay scales set out in clause 8.33 of the collective agreement.

An employee may bring their 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 less than the rates stipulated above.

In institutions where higher prices were in effect before this collective agreement comes in force, the higher prices will continue to apply for the duration of this collective agreement for all the employees of these institutions.

26.02 The employer also provides a meal to an employee working on the night shift.

[1] The prices indicated are those applying as of April 1, 2020.

ARTICLE 27

TRAVEL ALLOWANCES

27.01 When an employee must perform their duties outside the institution at the employer's request, they are entitled to reimbursement of travel expenses in accordance with following terms.

Automobile expenses

When employees use their own automobile, they receive:

i) for the first 8,000 km in one year: $0.520 per km;

ii) for every kilometre above 8,000 km in the same year: $0.465 per km.

An amount of $0.130 is added to the stipulated allowances for kilometres driven on gravel roads.

If an employee does not use their own vehicle, the employer reimburses expenses incurred by the employee in accordance with conditions established locally.

Tolls and parking expenses incurred by an employee during work-related travel are reimbursed.

Employees are reimbursed for home-base parking expenses when the use of their vehicle is required for the performance of their duties, position or assignment.

27.02 In addition to the compensation provided by the general plan, an employee who is required by their employer to use an automobile and who uses their own automobile regularly for this purpose during the year and drives less than 8,000 km is entitled to receive compensation equal to $0.08 per km between the kilometres actually covered and 8,000 km, payable at the end of the year.

27.03 Meals

During travel, an employee is entitled to the following meal expenses, in accordance with conditions agreed upon locally:

breakfast:	$10.40
lunch:	$14.30
supper:	$21.55

Accommodations

27.04 If an employee must stay in a hotel in the performance of their duties, they are entitled to reimbursement of actual and reasonable expenses incurred, plus a daily allowance of $5.85.

27.05 When an employee stays with a relative or a friend in the performance of their duties, they are entitled to a reimbursement of $22.25.

27.06 An employee who is required by the employer to use an automobile and who uses their own automobile for this purpose may be reimbursed the amount of the annual premium upon presenting proof of payment of a business insurance premium for the use of their personal automobile for work for the employer.

The business insurance policy must include all the necessary riders, including those permitting transportation of passengers for business purposes, and must not be cancelled before its expiry date unless the employer is notified in advance.

27.07 If, during the life of this collective agreement, government regulations authorize rates higher than those provided in clauses 27.01 to 27.06 for employees covered by this collective agreement, the employer undertakes to adjust the rates provided in clauses 27.01 to 27.06 within thirty (30) days.

ARTICLE 28

VESTED BENEFITS OR PRIVILEGES

28.01 Any benefits or privileges related to a matter defined as being subject to stipulations to be negotiated and agreed upon at the national level under the terms of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR c R-8.2) acquired by an employee before December 15, 2005 and that are superior to the stipulations of this collective agreement are maintained for the sole benefit of that employee.

Despite any provision in this collective agreement, no departure from the List of job titles, job descriptions and salary rates and scales in the health and social services network can constitute an acquired benefit or privilege or be invoked as such by an employee.

28.02 Provisions from previous collective agreements that are superior to the provisions of this collective agreement cannot be invoked as vested benefits or privileges.

ARTICLE 29

CONTRACTING OUT (CONTRACT FOR SERVICES)

29.01 Any contract between the employer and a third party as well as any public-private partnership contract whose effect is to take away directly or indirectly some or all of the work done by employees covered by the bargaining unit obligates the employer toward the union and the employees as follows.

1- The union must first be given the opportunity to examine the economic and other bases of the institution's project, and the employer meets with the union within a period of no more than sixty (60) days to give the latter the opportunity to propose an alternative, suggestion or modification that can ensure the achievement of the goals pursued by the institution while complying with the project's parameters. The employer and the union may agree in writing to extend this period.

The institution provides the union with the relevant information to enable it to do a full analysis of the project.

The sixty (60)-day period provided above begins on the date the union receives the information mentioned in the preceding paragraph.

The provisions of this paragraph also apply to the renewal of a contract.

2- The employer notifies the third party of the existence of the bargaining unit, the collective agreement and its contents.

3- The employer does not proceed with any layoffs or dismissals arising directly or indirectly from such a contract.

4- Any change in the working conditions of an employee affected as a result of such a contract must be made in accordance with the provisions of this collective agreement.

5- The employer sends the union a copy of any such contract within thirty (30) days of when it is signed.

29.02 The employer agrees that the termination of a contract for services (contracting out) may not be motivated or mainly caused by a sub-contractor's employees exercising any of their rights whatsoever under the Labour Code (CQLR c C-27).

29.03 In the case of work performed by employees in housekeeping, food (kitchen and cafeteria) or nursing services, contracts for services to be awarded or renewed by the employer must stipulate that rates of pay and benefits for the employees of a subcontractor working on the employer's premises must be generally comparable to market rates in the hospital sector for the same job titles.

The rates of pay and benefits of employees of a subcontractor whose rates of pay and benefits are determined by collective agreement are presumed to be generally comparable.

Moreover, the employer will not award, renew or terminate any contract for services (contracting out) in housekeeping, food (kitchen and cafeteria) or nursing services without notifying the union at least thirty (30) days in advance.

Calls for tenders

29.04 The employer informs the union of any call for tenders made by the institution that would have the effect of directly or indirectly taking away some or all of the work done by employees in the bargaining union at least thirty (30) days before the notice of the call for tenders is published.

ARTICLE 30

HEALTH AND SAFETY

30.01 The employer takes the necessary steps to eliminate any hazard to employees' health, safety or physical well-being at the source, with the union's co-operation.

The employer commits to maintaining health and safety conditions that comply with existing laws and regulations.

Joint committee

30.02 A joint local health and safety committee is established to examine problems specific to the institution and make recommendations to the employer on any matter related to occupational health and safety.

Terms and conditions for representation on the committee and operating procedures are established in local arrangements.

The committee's role is to:

1. agree on methods for workplace inspection;

2. identify situations that can be sources of hazards for employees;

3. gather useful information concerning accidents that occur;

4. recommend any measure deemed useful for remedying problems that it identifies;

5. receive and examine reports of inspections done in the institution;

6. recommend personal protective devices and equipment that both comply with regulations and are adapted to the needs of the institution's employees;

7. receive and examine statistical reports on work-related accidents and occupational diseases;

8. recommend priorities for action on occupational health and safety to the employer for the purposes of the action plan;

9. inform employees on any topic that the committee deems relevant.

The parties may agree in local arrangements to give the committee any other role.

30.03 The employer gives the union a copy of the form required by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) when it reports an industrial accident or occupational disease resulting in time off work.

30.04 Employees delegated by the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) are given leave with no loss of pay to attend meetings of the Association paritaire pour la santé et la sécurité du travail du secteur des affaires sociales (committees, general meetings, board of directors).

An employee is given leave with no loss of pay for the hearing on their case by the appeal bodies provided for in the Act respecting industrial accidents and occupational diseases (CQLR c A-3.001) (including the BEM – the office of medical examiners), for an employment injury within the meaning of this Act that occurs with their employer.

30.05 Any examination, immunization or treatment of an employee required by the employer takes place during working hours at no cost to the employee.

Any such examination, immunization or treatment required by the employer must be related to the work to be performed or necessary to protect employees.

An employee who is a healthy germ-carrier and who is relieved of their work on the recommendation of the staff health office or the physician designated by the employer may be reassigned to a position for which they meet the normal requirements of the job (taking into account the sectors of work established in clause 15.05).

If such a reassignment is impossible due to a lack of available positions in the same sector of work, the employee does not incur any loss of pay or any deduction from their bank of sick leave. The employer may, however, submit the case to the CNESST, without prejudice to the employee.

30.06 Any employee exposed to radiation through their work undergoes a blood analysis (complete cytology) every three (3) months, during their working hours and at no cost to them. In cases where the norms of the International Commission on Radiological Protection have been exceeded, the employee also undergoes a chromosomal test.

When an anomaly is detected, the results of the analysis are transmitted to the head of the staff health service and the chief radiologist, as well as to the employee concerned. Depersonalized annual statistics are sent to the union.

Any blood (or chromosomal) anomaly detected in an employee is investigated without delay by a haematologist or a physician competent in the field in order to discover the cause.

30.07 The quantity of radiation received must be counted rigorously. The result of the radiation counts 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.

30.08 In order to ensure the safety of users and employees, the employer undertakes to comply with the standards of Health Canada, Radiation Protection Division.

If an employee's personal dosimeter reveals that excessive doses have been received due to defective or improperly functioning radiology equipment, the institution implements corrective measures without delay and upon request supplies the union with information to this effect.

30.09 If the personal dosimeter reveals that an employee has received excessive doses, the employer must give the employee time off work. This leave in no way affects the employee's annual vacation or sick leave. During this time off work, the employee receives remuneration equal to what they would receive if they were at work.

30.10 The employer gives an employee who requests it a copy of the federal radiation exposure report for their personal dosimeter.

30.11 A pregnant employee exposed to radiation may leave their work at any time during their pregnancy.

30.12 When an employee deems that a user may constitute an immediate or potential hazard to people around them, they report the situation to their immediate supervisor. In light of the facts stated in the employee's report, authorities immediately take whatever steps are necessary.

ARTICLE 31

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

General provisions

31.01 Any change to the List of job titles, job descriptions and salary rates and scales is made in accordance with the following procedure.

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

31.03 A union or a union group or an employer may also ask for a change to the List of job titles and job descriptions. To do so, they must send a written request to the MSSS, with reasons, using the form provided for this.

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

The MSSS informs union groups of any request for changes that it receives.

31.04 A job title may only be created if the MSSS determines that:

- the main duties of a job are not found in any of the job descriptions of job titles on the List of job titles;

- significant modifications are made to the main duties of a job title already on the List of job titles.

In all cases, the main duties of a job title must be permanent duties.

31.05 The MSSS informs the applicant and the union groups of its decision to go ahead or not with any request for a change to the List of job titles and job descriptions.

For the purposes of this procedure, the union groups are the following nine (9) union organizations: APTS, FP-CSN, FSSS-CSN, FSQ-CSQ, F4S-CSQ, FIQ, CSD, CUPE-FTQ and SQEES-298-FTQ.

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

Consultations on proposed changes

31.06 If the MSSS wishes to make changes to the List of job titles and job descriptions during the life of this collective agreement, it informs each of the union groups in writing. The notice given by the MSSS must include a detailed description of the proposed change.

If the MSSS decides not to go ahead with a proposed change to the List of job titles and job descriptions following a request made under clause 31.03, it informs the union groups and local parties concerned.

31.07 Union groups have ninety (90) days from receiving proposed changes to the List of job titles and job descriptions to submit their opinion to the MSSS in writing.

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

31.09 At the end of the period set out in clause 31.07, the MSSS informs the union groups of its decision.

National Jobs Committee

31.10 A National Jobs Committee is created within ninety (90) days of the date this collective agreement comes into force.

31.11 The committee is composed of six (6) representatives of the employer party, and for the union party two (2) representatives each for CSN and FIQ unions and a maximum of two (2) representatives for each of the following unions: CSQ, APTS and FTQ.

Each party appoints a secretary, and all communications from one party to the other go through these secretaries.

31.12 The committee meets at the request of either party made by written notice through its secretary. The meeting must take place within ten (10) days of receiving the notice.

31.13 The committee's mandate is to determine the proper ranking for any new job title referred to the committee by the MSSS, or for any existing job title for which the MSSS changes the academic requirements.

To do so, the committee uses the existing job evaluation system and determines the valuation scores for each sub-factor.

31.14 The committee must decide that all relevant information is available before initiating discussions concerning the new job title and the value of its related duties.

If applicable, the committee may, for the purpose of evaluating duties, use significant benchmark or reference jobs or reference characteristics agreed upon by the parties, as well as the value determination system guidelines. The committee members must take into account previous applications of the value determination system for other job classes under the terms of the Pay Equity Act (CQLR c E-12.001).

31.15 If the parties agree on the valuation of every sub-factor, the pay rate or scale for the new job title is the reference rate or scale of the corresponding ranking, as determined by the Conseil du trésor or, if it is completed, by the pay equity program that covers the evaluated job title.

31.16 Any agreement at the National Jobs Committee level is final and binding.

31.17 If the parties do not agree on the scores for the value determination system sub-factors within ninety (90) days of the finding provided for in clause 31.14, the determination of the scores for the sub-factors at issue is submitted to arbitration along with a summary of the representations made by each party.

Arbitration procedure

31.18 The parties try to agree on the appointment of an arbitrator who specialises in job valuation. Failing agreement within thirty (30) days, one of the parties asks the Minister responsible for Labour to appoint a specialized arbitrator.

31.19 Each party appoints its own assessor and pays their fees and expenses.

31.20 The arbitrator's authority is limited to the application of the value determination system to the sub-factors at issue and the evidence submitted. The arbitrator does not have the authority to modify the job value determination system, its guidelines, the reference rates and scales or other tools used to value duties.

For the purpose of comparing valuation scores, the arbitrator must take into consideration how they have been applied to other job classes.

31.21 The ranking for the job evaluated corresponds to the scores of the sub-factors on which there is consensus within the National Jobs Committee plus those determined by the arbitrator.

31.22 The pay rate or scale applicable for the new job title is the reference rate or scale of the corresponding ranking, as determined by the Conseil du trésor or, if it is completed, by the pay equity program that covers the evaluated job title.

31.23 If it is established in arbitration that one or more duties do not appear in the job description even though employees were and still are required to perform them, the arbitrator may decide to include these duties in the job description in order to exercise their authority under clause 31.20.

31.24 The arbitrator's decision is final and binding upon the parties. The arbitrator's fees and expenses are borne equally by the parties.

Change in pay following reclassification

31.25 If applicable, the pay adjustment for a person who is reclassified under the terms of this article is determined by the provisions of this collective agreement and is retroactive to the date the employee started performing the duties of the new job title or, at the earliest, the effective date provided in clause 31.06.

31.26 Payment is made within ninety (90) days of agreement between the parties or the arbitration award.

Modifications to the List of job titles

31.27 When changes are made to the List of job titles under the terms of this article, the Ministère de la Santé et des Services sociaux (MSSS) notifies the national parties. These modifications are effective on the date of the notice.

ARTICLE 32

LIABILITY INSURANCE

32.01 Except in cases of gross negligence, the employer undertakes to protect employees who might incur civil liability because of performing their duties with a civil liability insurance policy.

If it does not take out a liability insurance policy, the employer then assumes responsibility for defending the employee, except in cases of gross negligence, and agrees not to file any claim against the latter in this respect.

32.02 Upon request, the employer provides the union with a copy of the section of the liability insurance policy concerning the civil liability of employees as attendants in the institution.

32.03 When an employee who works with beneficiaries is the subject of criminal proceedings related to the performance of their duties, the employee, if acquitted, is reimbursed for legal fees reasonably incurred in their defence.

ARTICLE 33

PERMANENT NEGOTIATING MECHANISM

33.01 In order to settle any problems related to working conditions, including problems in implementing and interpreting the collective agreement, the negotiating parties agree to strike a permanent national negotiating committee.

33.02 The committee is composed of three (3) representatives of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS), including one (1) representative from the Ministère de la Santé et des Services sociaux (MSSS), on the one hand, and of three (3) representatives from the Fédération de la santé et des services sociaux – CSN (FSSS-CSN), on the other.

33.03 Either party sends the other a brief written summary of the problem or problems it wishes to submit to the committee for negotiation, as well as the names of its representatives.

The parties must meet within twenty (20) days of receiving this request.

33.04 Employees representing the FSSS-CSN are given leave with no loss of pay for the purpose of attending bargaining sessions between the parties.

33.05 The parties have a maximum of ninety (90) days in which to find a solution or solutions to the problems raised.

33.06 Any agreement between the parties that modifies the collective agreement is filed with the Tribunal administratif du travail.

33.07 If there is no agreement between the parties, they may agree on any mechanism which would enable them eventually to settle the problem or problems. When such a disagreement occurs on a modification to be made to the collective agreement and there is also disagreement on the mechanism to be used to reach a settlement, the parties refer the matter to the next round of collective bargaining.

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 spread their pay over a defined period of time in order to take leave. The purpose is not to provide benefits at the time of retirement or to defer income taxes.

This plan includes a period during which an employee contributes on the one hand, and a period of leave on the other.

34.02 Duration of the plan

The duration of a leave with deferred pay plan may be two (2), three (3), four (4) or five (5) years, unless it is extended as a result of the application of paragraphs f, g, j, k, or l of clause 34.06. The duration of a plan, including the extensions, may in no case exceed seven (7) years, however.

34.03 Length of the leave

The length of the leave may be from six (6) to twelve (12) consecutive months, as provided in paragraph a) of clause 34.06, and may not be interrupted for any reason whatsoever.

An employee may also use a plan involving three (3), four (4) or five (5) months of leave when such a plan is intended to enable the employee to pursue full-time studies at an educational institution recognized under the Income Tax Act (RSC, 1985, c. 1 (5th supp.)). Such leave can only be taken in the last three (3), four (4) or five (5) months of the plan.

The leave must begin no later than the end of a maximum of six (6) years after the date on which the plan begins. Otherwise, the relevant provisions of paragraph n) in clause 34.06 apply.

Except for what is provided in this article, during leave an employee is not entitled to the benefits of the collective agreement in force in the institution, just as if they were not employed by the institution, subject to their right to claim benefits acquired previously and the provisions of Articles 10 and 11.

During this leave, an employee may not receive any remuneration from the employer or from another person or corporation with which the employer is not at arm's length, other than the amount corresponding to the percentage of their pay as provided in paragraph a) of clause 34.06 plus, if applicable, the amounts that the employer is required to pay under clause 34.06 for benefits.

34.04 Conditions of eligibility

An employee is entitled to a leave with deferred pay plan after a request to the employer, who cannot 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 will be taken.

These terms must be agreed upon and recorded in the form of a written contract with the employer, which also include the provisions of this plan;

d) not be on disability leave or leave without pay at the time the contract comes into force.

34.05 Return to work

When the leave expires, the employee may resume their position with their employer. If, however, the position the employee held at the time they went on leave is no longer available, the employee must use the provisions on the bumping and/or layoff procedure under Article 14.

At the end of their leave, the employee remains in the service of the employer for a length of time at least equal to the length of their leave.

34.06 Terms and conditions of application

a) Pay

During each of the years covered by the plan, the employee receives a percentage of the pay on the applicable pay scale that they would receive if they were not participating in the plan including, if applicable, responsibility premiums and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O. The applicable percentage is determined by the following chart:

	Duration of the plan			
Length of the leave	**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	83.34	87.50	90.00
7 months	70.80	80.53	85.40	88.32
8 months	N/A	77.76	83.32	86.60
9 months	N/A	75.00	81.25	85.00
10 months	N/A	72.20	79.15	83.32
11 months	N/A	N/A	77.07	81.66
12 months	N/A	N/A	75.00	80.00

Other premiums are paid to the employee in accordance with the clauses of the collective agreement providing they are normally entitled to them, just as if they were not participating in the plan. During the period of leave, however, the employee is not entitled to these premiums.

b) Pension plan

For the purpose of applying pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions provided for in this article, is deemed to equal one (1) year of service, and the average pay is established on the basis of the pay that the employee would receive if they were not participating 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 pay they receive in accordance with 34.06 a).

c) Seniority

During the period of leave, the employee retains and accumulates seniority.

d) Annual vacation leave

During the period of leave, the employee is deemed to be accumulating service for the purpose of annual vacation leave.

For the duration of the plan, annual vacation leave is remunerated in accordance with the percentage of pay provided in paragraph a) of clause 34.06.

If the length of leave is one (1) year, the employee is deemed to have taken the annual quantum of the paid vacation leave to which they are entitled. If the length of leave is less than one (1) year, the employee is deemed to have taken the annual quantum of paid vacation leave to which they are entitled prorated to the length of the leave.

For vacation leave other than that deemed to have been taken under the previous sub-paragraph, the employee indicates their choice of vacation dates in accordance with the provisions of the collective agreement.

e) Sick leave

During the period of leave, the employee is deemed to accumulate days of sick leave.

For the duration of the plan, days of used or unused sick leave are remunerated in accordance with the percentage provided in paragraph a) of clause 34.06.

f) Disability insurance

If a disability occurs during the leave with deferred pay plan, the following provisions apply.

1- If the disability occurs during the period of leave, it is presumed not to have occurred.

If the employee is still disabled at the end of the leave, and after exhausting the prescribed waiting period, they receive disability insurance benefits equal to eighty per cent (80%) of the percentage of their pay as provided in paragraph a) of clause 34.06 for as long as they are eligible under clause 23.17. If the person is still disabled on the date the contract ends, the full amount of disability insurance benefits applies.

2- If the disability occurs before the period of leave is taken, the employee may make one of the following choices.

- They may continue to participate in the plan. In such a case, after exhausting the prescribed waiting period, they receive disability insurance benefits equal to eighty per cent (80%) of their pay as provided in paragraph a) of clause 34.06 for as long as they are eligible under clause 23.17.

  If the employee is disabled at the beginning of their period of leave and the end of their leave coincides with the scheduled end of the plan, they may interrupt their participation in it until the end of their disability. During this period of interruption the employee receives full disability insurance benefits for as long as they are eligible under clause 23.17, and they begin their leave on the day on which their disability ends;

- They may suspend participation in the plan. In such a case, after exhausting the prescribed waiting period, they receive full disability insurance benefits for as long as they are eligible under clause 23.17. Upon their return to work, participation in the plan is extended for a length of time equal to their disability.

If the disability continues until the time when the leave was to begin, the employee may postpone their leave until they are no longer disabled.

3- If the disability occurs after the period of leave, the employee, after exhausting the prescribed waiting period, receives disability insurance benefits equal to eighty per cent (80%) of the percentage of their pay as provided in paragraph a) of clause 34.06 for as long as they are eligible under clause 23.17. If the employee remains disabled at the end of the plan, they receive full disability insurance benefits.

4- If the employee remains disabled after the expiry of the time limit provided in paragraph 5 of clause 12.11, the contract becomes void and the following provisions apply:

- If the employee has already taken the leave, the pay that 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 the leave, the contributions withheld on their pay are reimbursed without interest and without being subject to contributions to the pension plan.

5- Despite the second (2nd) and third (3rd) sub-paragraphs of this paragraph, a part-time employee's contributions to the plan are suspended during a disability, and after exhausting the prescribed waiting period, they receive full disability insurance benefits as long as they are eligible under clause 23.17. The employee may then make one of the following choices:

- They may suspend participation in the plan. Upon their return to work, their participation is extended for a length of time equal to the duration of their disability.

- If they do not wish to suspend their participation in the plan, the disability period is then considered as a period of participation in the plan for the purposes of paragraph q).

For the purpose of applying this paragraph, an employee disabled by an employment injury is deemed to be receiving disability insurance benefits.

g) Leave or absence without pay

For the duration of the plan, an employee who is on leave or absence without pay has their participation in the leave with deferred pay plan suspended. When they return to work, their participation is extended for a length of time equal to the length of their leave or absence without pay. In the case of part-time leave without pay, the employee receives the pay for the time worked that they would have received if they had not participated in the plan.

However, leave or 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 is remunerated at the percentage of pay provided in paragraph a) of clause 34.06.

Leave with pay occurring during the period of leave is deemed to have been taken.

i) Floating days off

During the period of leave, the employee is deemed to accumulate service for the purpose of floating days off.

For the duration of the plan, floating days off are remunerated at the percentage of pay provided in paragraph a) of 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 to which they are 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 to which they are entitled prorated to the length of the leave.

j) Maternity, paternity or adoption leave

If the maternity leave occurs during the contributions period, participation in the leave with deferred pay plan is suspended. When the employee returns to work, participation in the plan is extended for a maximum of twenty-one (21) weeks. During maternity leave, benefits are based on the pay that would be paid if the employee were not participating in the plan.

If paternity or adoption leave occurs during the contributions period, participation in the leave with deferred pay plan is suspended. When the employee returns to work, their participation in the plan is extended for a maximum of five (5) weeks. During paternity or adoption leave, benefits are based on the pay 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 takes protective leave has their participation in the leave with deferred pay plan suspended. When they return to work, their participation is extended for a length of time equal to the length 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 their participation in the leave with deferred pay plan suspended. When they return to work, their participation in the plan is extended for a length of time equal to the length of this leave.

m) Layoff

If the employee is laid off, the contract ends on the date of the layoff and the provisions of paragraph n) apply.

However, an employee does not lose any rights with respect to their pension plan. Thus, one year of service is credited for each year of participation in the leave with deferred pay plan and the pay that has not been paid is reimbursed without interest and without being subject to contributions to the pension plan.

A laid-off employee who benefits from job security under clause 15.03 continues to participate in the leave with deferred pay plan as long as they are not reassigned to another institution by the Service national de main-d'oeuvre (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 their leave continues to participate in the leave with deferred pay plan with the employer to whom they are reassigned by the SNMO. An employee who has not yet taken their leave may continue their participation in the plan subject to their new employer's agreement to the terms and conditions of the contract or, failing this, to them reaching an agreement with their new employer on another date for taking the leave.

n) Breach of contract because of 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 beginning the period of leave

1- If the leave has been taken, the employee must reimburse, without interest, the pay received during the leave, prorated to the period of time that remains in the plan in relation to the contributions period.

2- If the leave has not been taken, the employee is reimbursed (without interest) for an amount equal to the contributions withheld on their pay up until the date of the breach of contract.

3- If the leave is in progress, the amounts due by either party are calculated as follows: the amount received during the leave by the employee minus the amounts deducted from the pay of the employee in fulfilment of the contract. If the resulting balance is negative, the employer reimburses the balance (without interest) to the employee; if the balance is positive, the employee reimburses the balance to the employer (without interest).

For the purpose of the pension plan, the rights the employee would have had if they had never participated in the leave with deferred pay plan are recognized. Thus, if the leave has been taken, the contributions made during the leave are used to compensate for the missing contributions for the years

worked so as to restore the pension credits lost during this period; the employee is able, however, to redeem the lost period of service on the same conditions as those applying to leave without pay provided for in the Act respecting the Government and Public Employees Retirement Plan (RREGOP) (CQLR c R-10).

Furthermore, if the leave has not been taken, the missing contributions needed to credit all the years worked are deducted from the reimbursement of contributions deducted from pay.

o) Breach of contract due to the employee's death

If the employee dies during the plan, the contract ends on the date of death and the following provisions apply:

- If the employee had already taken their leave, the contributions withheld on their pay are not refundable and one (1) year of service for the purpose of their participation in the pension plan is recognized for each year of participation in the leave with deferred pay plan.

- If the employee had not taken their leave, the contributions withheld on their pay are reimbursed without interest and without being subject to contributions for the purposes of the pension plan.

p) Dismissal

If the employee is dismissed during the plan, the contract is terminated on the date the dismissal takes effect. The provisions of paragraph n) apply.

q) Part-time employees

A part-time employee may participate in the leave with deferred pay plan. They may only take their leave during the last year of the plan, however.

Furthermore, the pay they receive during their leave is based on the average number of hours worked, excluding overtime, in the years of contributions preceding the leave.

The remuneration provided for in clauses 8.15 and 23.32 of the collective agreement and 4.03 of Appendix A are calculated and paid on the basis of the percentage of pay provided for in paragraph a) of clause 34.06.

r) Change of status

An employee whose status changes during their participation in the leave with deferred pay plan may make one of the following choices:

1- They may end their contract on the conditions provided for in paragraph n).

2- 2- They may continue to participate in the plan and are then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after having taken their leave is deemed to still be a full-time employee for the purposes of determining their contributions to the leave with deferred pay plan.

s) Group insurance plan

During the 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 themselves, in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.14, their participation in the basic health insurance plan is mandatory and they must pay the full amount of all the necessary contributions and premiums.

During the plan, insurable pay is what is provided in paragraph a) of clause 34.06. An employee may, however, maintain insurable pay based on the pay that would be paid if they were not participating in the plan by paying the extra part of the applicable premiums.

t) Voluntary transfers

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement, providing that the time left in their leave allows them to begin work within thirty (30) days of being appointed to 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 have the effect of abolishing one (1) or more positions or significantly modifying the performance of an employee's duties or the knowledge required for the usual performance of their position.

Notice

35.02 If a technological change is implemented that has the effect of abolishing one or more positions, the employer provides the union and the employee with at least four (4) months of written notice.

In the other cases provided for in clause 35.01, at least thirty (30) days of notice must be given.

35.03 The notice to the union includes the following information:

a) the nature of the technological change;

b) the implementation schedule;

c) the positions or job titles affected by the change and the foreseeable effects on the organization of work;

d) the main technical characteristics of the new machinery, equipment or devices or the planned modifications, when these are available;

e) all other pertinent information about the change.

Meetings

35.04 In the case of technological changes that have the effect of abolishing one or more positions, the parties meet no more than thirty (30) days from when the union receives the notice, and subsequently at any other time they agree upon, to discuss the steps planned to implement the change, the foreseeable effects on the organization of work and alternatives likely to reduce the impact on the employees.

In cases of technological changes requiring human resources development activities for employees, the employer meets with the union at the latter's request to inform it of the terms and conditions of these activities.

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 clause 15.17.

ARTICLE 36

LABOUR RELATIONS COMMITTEE

36.01 The local parties have sixty (60) days from the date the collective agreement comes into force to establish a labour relations committee. The committee's composition, role and operating procedures are decided in arrangements at the local level.

36.02 Once a year, however, the labour relations committee must meet at least ninety (90) days before the adoption of the institution's annual budget to discuss annual plans for work to be contracted out.

ARTICLE 37

LOCAL JOINT INTER-UNION COMMITTEE ON THE ORGANIZATION OF WORK

The local parties create a joint inter-union committee on the organization of work.

COMMITTEE'S MANDATES

The committee's mandates are to:

- become informed about organization of work projects, with access to all the relevant information;
- share committee members' concerns about these projects;
- examine ways of reducing difficulties.

The local parties agree on the projects to be addressed by the committee.

COMMITTEE'S COMPOSITION AND OPERATING PROCEDURES

Only the unions representing the employees concerned by a project attend a meeting on that project.

The committee's composition, role and operating procedures' are determined in local arrangements.

ARTICLE 38

DURATION AND RETROACTIVE EFFECT OF THE NATIONAL PROVISIONS OF THE COLLECTIVE AGREEMENT

38.01 Subject to clauses 38.04 and 38.05, the national provisions of the collective agreement come into force on November 7, 2021 and remain in force until March 31, 2023.

38.02 Subject to clauses 38.04 and 38.05, the provisions of the previous collective agreement continue to apply until the date on which this collective agreement comes into force.

38.03 The following provisions of the 2016-2020 collective agreement that expired on March 30, 2020 are extended until:

- June 20, 2021: The letter of agreement regarding employees working with clients in residential and long-term care centres (Letter of Agreement no. 40) for employees in the class of nursing and cardio-respiratory care personnel or the class of paratechnical, auxiliary services and trades personnel holding one or more job titles in the group of nurse clinician, specialty nurse practitioner, nurse, nursing assistant, respiratory therapist or beneficiary attendant job titles;

- October 23, 2021:

  1- The premium paid to certain skilled worker job titles stipulated in Letter of Agreement no. 46.

  2- The letter of agreement regarding employees working with clients in residential and long-term care centres (Letter of Agreement no. 40) for employees holding one or more job titles in the group of health and social services technician job titles;[1]

- November 6, 2021:

  1- The letter of agreement regarding employees working with clients presenting serious behavioural disorders (Letter of Agreement no. 33);[1]

  2- The letter of agreement regarding employees with the job title of psychologist (Letter of Agreement no. 22);

  3- The letter of agreement regarding employees working for an institution in the Far North (Letter of Agreement no. 37);

38.04 The following provisions and the corresponding provisions in the appendices come into force as of April 1, 2020:

[1] The parties agree that there is no interruption in the accumulation of hours actually worked for the purpose of payment of the lump sum from March 30, 2020 to September 30, 2023.

1- overtime;[1]

2- premium for team leader and assistant team leader;[2]

3- pay rates and scales, including job security benefits, disability insurance benefits,[3] including those paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) and/or the Société d'assurance automobile du Québec (SAAQ), as well as sick days payable on December 15 of each year, parental rights allowances, the additional remuneration provided in Article 5 of Appendix D and Article 2 of Appendix O and the provisions on employees off the rate or off the scale;

4- pay supplement for replacing in various duties stipulated in Article 11 of Appendix D;

5- pay supplement of the rehabilitation instructor (specialized trades);

6- evening and night shift premiums stipulated in paragraphs 1) and 3) of clause 9.07;

7- enhanced evening and night shift premiums stipulated in clause 9.08;

8- professional co-ordination premium;[4]

9- split-shift premium;

10- premium for sorting soiled linen;

11- premium for operating an incinerator;

12- premium for orientation courses on dealing with psychiatric users;

13- psychiatry premium provided in Article 3 of Appendix A;

14- professional development premium for operating room technicians;

15- study incentive premium for educators;

16- clinical teaching premium (E.E.G., medical electro-physiology) provided in Article 8 of Appendix C;

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1 However, the removal of clause 19.02 of the 2016-2020 collective agreement, which stipulated that "All work performed by an employee on their weekly days off, provided it is approved by or done with the knowledge of the employer or its representative, is deemed to be overtime and paid at time-and-a-half," and the addition of clause 19.07 come into force on November 7, 2021.

2 However, the changes to the provisions regarding employees who are eligible for the premium and the 17.13% incease in the team leader and assistant team leader premium come into force on October 24, 2021.

3 However, the changes to the provisions regarding accumulation of experience and calculation of the disability insurance benefit stipulated in paragraph 23.17 b) come into force on November 7, 2021, including employees already on disability on that date.

4 However, the abolition of the professional co-ordination premium stipulated in the 2016-2020 collective agreement comes into force on November 7, 2021.

17- premium for closed custody, intensive supervision and evaluation of reports concerning children and youth;[1]

18- isolation and remoteness premium, as well as the retention premium;[2]

19- weekend premium provided in the first (1st) paragraph of clause 9.10;

20- pay supplement for the certificate in refrigeration machinery (A-B);

21- pay supplement for a high-pressure welding certificate;

22- premium for courses on dealing with beneficiaries in chronic care;

23- pay supplement for nurse clinicians working in outposts or dispensaries;

24- stand-by duty premium provided for in clause 19.06;

25- critical care and enhanced critical care premiums;[3]

26- specific critical care premium and enhanced specific critical care premium;[4]

27 - shift rotation premium;

28 - premium for orientation and clinical training;

29 - premium applicable in the absence of overlapping periods between shifts stipulated in Article 5 of Letter of Agreement no. 43;[5]

30- increase in salary for employees with the job title of legal secretary provided for in Letter of Agreement no. 49;

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1 However, the abolition of the premium for closed custody, intensive supervision and evaluation of reports stipulated in the 2016-2020 collective agreement comes into force on November 7, 2021.

2 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 November 7, 2021.

3 However, the removal of the requirement to have worked for a continuous period of at least three (3) hours and the addition of the assistant head medical electro-physiology technician (2236), technical co-ordinator (medical electro-physiology) (2276) and radiation oncology technologist (2218) job titles come into force on November 7, 2021.

4 However, the removal of the requirement to have worked for a continuous period of at least three (3) hours, the addition of obstetrical care (mother-child) units and the addition of the assistant head medical electro-physiology technician (2236), technical co-ordinator (medical electro-physiology) (2276) and radiation oncology technologist (2218) job titles come into force on October 24, 2021. The removal of the provisions covering clinical perfusionists (additional 2%) comes into force on November 7, 2021.

5 However, the changes regarding employees in the class of nursing and cardio-respirary care personnel come into force on November 7, 2021.

31- lump sum provided for in Letter of Agreement no. 58 regarding the lump sum paid to nursing assistant or nursing assistant team leader job titles;

32- additional remuneration stipulated in paragraph B) of clause 8.34;

33- training incentive premium (youth and child protection centre mission);

34- retention premium for lawyers;

35- mobility premium provided in clause 15.09.

Part-time employees

For part-time employees, the amounts of retroactive pay stemming from the application of clause 38.04 include the adjustment of remuneration for sick leave, annual vacation leave and statutory holidays as well as that replacing floating days off in accordance with the percentage rates provided by the collective agreement. This adjustment is calculated on the portion of the retroactive amounts due to the adjustment of rates of pay and pay scales.

38.05 The following provisions came into force as of :

1- April 1, 2019: additional remuneration stipulated in paragraph A) of clause 8.34;

2- January 25, 2021: ranking 28 provided in Letter of Agreement no. 57 regarding the applicable ranking for the specialty nurse practitioner job title;

3- June 21, 2021: CHSLD premium and enhanced CHSLD premium provided in clause 9.19 and integration of beneficiary attendant ("A" certification) employees into the beneficiary attendant job title;

4- October 24, 2021:

- intern supervision premium provided in clause 9.06;

- weekend premium provided in the second (2nd) paragraph of clause 9.10 for employees in the class of nursing and cardio-respiratory care personnel who hold a full-time position;

- accumulation of hours actually worked for the purpose of payment of the lump sum for employees in the class of office personnel and administrative technicians and professionals working in the emergency room provided in clause 9.18;

- premiums paid to employees as provided for in articles 3 and 4 of Letter of Agreement no. 64 regarding addition of staff, stabilization of teams, and support and recognition of workers working with clients in youth centres;

- accumulation of hours actually worked for the purpose of payment of the lump sum paid to employees in the class of health and social services technicians and professionals working with clients in residential and long-term care centres provided in Letter of Agreement no. 40;

- the premium paid to certain skilled worker job titles stipulated in Letter of Agreement no. 46.

- attraction and retention premiums for employees who hold a full-time position and work an evening, night or rotating shift in the class of nursing and cardio-respiratory care personnel stipulated in section V of Letter of Agreement no. 35.

5- November 4, 2021: premium paid to medical secretaries stipulated in Letter of Agreement no. 63;

6- pay date following the forty-fifth (45th) day after the date on which the provisions of the collective agreement are signed: employer's contribution to the basic health insurance plan stipulated in clause 23.12.

38.06 Payment of pay on the basis of the pay scales and of the premiums and supplements provided by the collective agreement begins no later than forty-five (45) days after the date on which the provisions of the collective agreement are signed.

38.07 Subject to the provisions of clause 38.08, the retroactive amounts stemming from the application of clause 38.04, with the exception of paragraphs 2 to 6 of clause 38.05, are payable no later than ninety (90) days after the date on which the provisions of the collective agreement are signed.

Retroactive amounts are paid in a separate instalment, accompanied by a document explaining the details of the calculations.

38.08 An employee whose employment ended between April 1, 2019 and payment of retroactivity has four (4) months from receiving the list mentioned in clause 38.09 to apply for payment of pay owing. If the employee has died, payment may be requested by their heirs or beneficiaries.

38.09 The employer has three (3) months from the date on which the collective agreement comes into force to provide the union with a list of all employees who left their jobs after April 1, 2019, along with their last known address.

38.10 The letters of agreement and appendices are an integral part of the collective agreement.

38.11 Despite the provisions of clause 11.22 of the collective agreement, claims under clause~~s~~ 38.04 and paragraphs 1, 2, 3 and 6 of clause 38.05 may be accepted retroactively respectively to the dates stipulated in those paragraphs.

38.12 The collective agreement is deemed to remain in effect until a new collective agreement comes into force.

In witness whereof the national parties have signed this _____ day of November 2021.

THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX (CSN)

_____
Frédéric Lapierre Justin
Representative, nursing and cardio-respiratory care personnel

_____
Christian Meilleur
Representative, paratechnical, auxiliary services and trades personnel

_____
Simon Rochefort
Representative, office personnel and administrative technicians and professionals

_____
Roxanne Palardy
Representative, health and social services technicians and professionals

_____
Josée Marcotte
Vice-president responsible for the public sector

_____
Audrey Lefebvre-Sauvé
Acting public sector bargaining spokesperson

_____
Xavier M. Milton
Public sector bargaining advisor

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

_____
Louis Bourcier
Director general

_____
Carl Lessard
Spokesperson

THE MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

_____
Dominique Savoie
Deputy Minister

_____
Vincent Lehouillier
Associate Deputy Minister

THE SECRETARIAT OF THE CONSEIL DU TRÉSOR

_____
Édith Lapointe
Chief negotiator

_____
Marie-Hélène Jolicoeur
Spokesperson

THE MINISTRE DE LA SANTÉ ET DES SERVICES SOCIAUX

_____
Christian Dubé

CHAIR OF THE CONSEIL DU TRÉSOR

_____
Sonia Lebel

PART II

APPENDICES

APPENDIX A

SPECIAL CONDITIONS FOR EMPLOYEES OF PSYCHIATRIC HOSPITALS AND OTHER COVERED ACTIVITY CENTRES

SECTION I

ARTICLE 1 PREVENTIVE MEASURES

1.01 When an employee feels that a user may present an immediate or potential danger to those around them, they must report the fact to their immediate supervisor. A written copy of the report is placed in the employee's personal file.

1.02 The authorities immediately take the necessary measures in light of the facts related in the employee's report.

ARTICLE 2 ORIENTATION COURSES ON DEALING WITH PSYCHIATRIC USERS

2.01 Employees who take orientation courses on dealing with psychiatric users or equivalent courses and pass the examination receive a certificate attesting to their success 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 they do not pass the exam, they receive 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" certification), child nurses or baby nurses given by a recognized institution but who has not completed the course may take the examination without being obliged to attend the course. If they fail the examination, they may, however, register for this course.

Certified or graduate employees in the job titles mentioned in the previous paragraph are not entitled to the premium. However, employees who already receive it continue to receive it for the duration of this collective agreement.

2.03 The employer recognizes the courses given by other psychiatric institutions.

2.04 The courses last 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 for admission to 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 based on a five hundred (500)-point system broken down as follows:

- 200 points for general nursing care;
- 200 points for psychiatric nursing care;
- 100 points for attendance at the course.

2.08 Sixty per cent (60%) of total possible points is required in order to pass the examination.

2.09 An employee who fails the examination is only entitled to take the examination again 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 PSYCHIATRY PREMIUM

Except for employees in a psychiatric emergency department covered by the critical care or enhanced critical care premium provided for in clause 9.164, rehabilitation attendants, care attendants or employees assigned to supervise users 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 for training provided in Article 2 of this 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 or emergency department of the 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.

4.02 An employee who leaves the assignment entitling them to these days off is paid for all days off thus acquired but not taken, in accordance with the remuneration they would receive if they took 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 with each pay cheque equal to 2.2% of:

- pay, premiums[1] and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- the pay that they would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment;

- the pay used to establish maternity, paternity, adoption or protective leave benefits. However, the amount calculated during protective leave is not paid with each pay period, but is accumulated and paid at the same time as vacation pay.

ARTICLE 5 DEFINITION OF A PSYCHIATRIC WING, DEPARTMENT OR EMERGENCY DEPARTMENT

5.01 The provisions of Articles 1, 3 and 4 of this appendix apply to structured psychiatric wings or departments in general hospitals. For the purpose of applying this article, a structured psychiatric wing or department is defined as follows: a designated area specifically set up with personnel assigned to the care and supervision of psychiatric users and allowing the implementation of structured rehabilitation programs designed for the users by the professional staff of that wing or department.

These benefits only apply to employees working in the hospital facilities of the institutions listed in this clause.

BAS SAINT-LAURENT (01)
Centre intégré de santé et de services sociaux du Bas-Saint-Laurent:
- Hôpital régional de Rimouski
- Centre hospitalier régional du Grand-Portage

SAGUENAY-LAC SAINT-JEAN (02)
Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-St-Jean:
- Hôpital de Chicoutimi
- Hôpital, CLSC et Centre d'hébergement de Roberval
- Hôpital d'Alma

CAPITALE-NATIONALE (03)
CHU de Québec-Université Laval:

[1] Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

- Hôpital de l'Enfant-Jésus
- Hôpital du Saint-Sacrement

MAURICIE ET CENTRE-DU-QUÉBEC (04)
Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec:
- Pavillon Sainte-Marie
- Hôtel-Dieu d'Arthabaska
- Centre de santé et de services sociaux du Haut-Saint-Maurice
- Hôpital du Centre-de-la-Mauricie
- Hôpital Sainte-Croix de Drummondville

ESTRIE (05)
Centre intégré universitaire de santé et de services sociaux de l'Estrie - Centre hospitalier universitaire de Sherbrooke:
- Hôtel-Dieu de Sherbrooke
- Hôpital de Granby

MONTRÉAL (06)
Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:
- Hôpital Fleury
- Hôpital Jean-Talon

Centre hospitalier de l'Université de Montréal

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:
- Pavillon Rosemont

McGill University Health Centre:
- Montréal General Hospital
- Montréal Children's Hospital

Centre hospitalier universitaire Sainte-Justine

Centre intégré universitaire de santé et de services sociaux du Centre-Ouest-de-l'Île-de-Montréal:
- Jewish General Hospital

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:
- Pavillon Alfred-DesRochers
- Pavillon Côte-des-Neiges
- Hôpital Notre-Dame

OUTAOUAIS (07)
Centre intégré de santé et de services sociaux de l'Outaouais:
- Hôpital de Gatineau
- Hôpital de Hull

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

CÔTE-NORD (09)
Centre intégré de santé et de services sociaux de la Côte-Nord:
- Hôpital de Sept-Îles
- Hôpital Le Royer

GASPÉSIE – ILES-DE-LA-MADELEINE (11)
Centre intégré de santé et de services sociaux de la Gaspésie:
- Centre d'hébergement Mgr Ross de Gaspé
- Hôpital de Chandler

Centre intégré de santé et de services sociaux des Îles:
- Hôpital de l'Archipel

CHAUDIÈRE-APPALACHES (12)
Centre intégré de santé et de services sociaux de Chaudière-Appalaches:
- Hôtel-Dieu de Lévis
- Hôpital de Thetford Mines
- Hôpital de Montmagny
- Hôpital de Saint-Georges

LAVAL (13)
Centre intégré de santé et de services sociaux de Laval:
- Hôpital Cité-de-la-Santé

LANAUDIÈRE (14)
Centre intégré de santé et de services sociaux de Lanaudière:
- Centre hospitalier régional de Lanaudière
- Hôpital Pierre-Le Gardeur

LAURENTIDES (15)
Centre intégré de santé et de services sociaux des Laurentides:
- Hôpital Laurentien
- Hôpital régional de Saint-Jérôme
- Centre de services de Rivière-Rouge

MONTÉRÉGIE (16)
Centre intégré de santé et de services sociaux de la Montérégie-Centre:
- Hôpital Charles-Lemoyne
- Hôpital du Haut-Richelieu

Centre intégré de santé et de services sociaux de la Montérégie-Est:
- Hôpital Pierre-Boucher
- Hôpital Honoré-Mercier
- Hôtel-Dieu de Sorel

The parties, acting through the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the Fédération de la santé et des services sociaux – CSN (FSSS-CSN), will meet after the date the collective agreement comes into force for the purpose of completing the list of institutions in this paragraph, if necessary. After sixty (60) days from the date on which the collective agreement comes into force, this list will be deemed final.

5.02 If a hospital sets up a psychiatric department or a psychiatric wing during the life of this collective agreement, the parties, acting through the CPNSSS and the FSSS-CSN, as well as representatives of the institution concerned meet in order to determine whether this department or wing should be considered a structured department or wing as defined in the first paragraph of clause 5.01.

5.03 The provisions of this article also apply to employees who work in a structured psychiatric emergency department in the following hospitals:

CAPITALE-NATIONALE (03)
CHU de Québec-Université Laval:
- Hôpital de l'Enfant-Jésus
- Hôpital du Saint-Sacrement

ESTRIE (05)
Centre intégré universitaire de santé et de services sociaux de l'Estrie-Centre hospitalier universitaire de Sherbrooke:
- Hôtel-Dieu de Sherbrooke.

MONTRÉAL (06)
Centre intégré universitaire de santé et de services sociaux du Centre-Ouest-de-l'Île-de-Montréal:
- Jewish General Hospital

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:
- Pavillon Rosemont

McGill University Health Centre:
- Glen Site
- Montréal General Hospital

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:
- Hôpital Notre-Dame

MONTÉRÉGIE (16)
Centre intégré de santé et de services sociaux de la Montérégie-Centre:
- Hôpital Charles-Lemoyne

For the purpose of applying this article, 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 a hospital sets up or closes a psychiatric emergency department during the life of this collective agreement, the CPNSSS and the FSSS-CSN, as well as representatives of the hospital concerned, meet in order to determine whether the psychiatric emergency department should be considered or cease to be considered a structured psychiatric emergency department as defined above.

If, during the life of this collective agreement, a recognized psychiatric hospital ceases to be recognized as such yet maintains a psychiatric emergency department, the CPNSSS and the FSSS-CSN, as well as representatives of the hospital concerned, meet in order to determine whether this emergency department or wing is to be considered a structured psychiatric emergency department as defined above.

ARTICLE 6

The provisions of this section apply to the employees of the following facilities :

CAPITALE-NATIONALE (03)
Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale :
- Institut universitaire en santé mentale de Québec

MAURICIE ET CENTRE-DU-QUÉBEC (04)
Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec :
- Centre régional de santé mentale

MONTRÉAL (06)
Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Ile-de-Montréal :
- Institut universitaire en santé mentale de Montréal

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Ile-de-Montréal :
- Centre multiservices de santé et de services sociaux Rivière-des-Prairies
- Pavillon Albert-Prévost

OUTAOUAIS (07)
Centre intégré de santé et de services sociaux de l'Outaouais :
- Centre hospitalier Pierre-Janet

ABITIBI-TÉMISCAMINGUE (08)
Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue :
- Hôpital psychiatrique de Malartic

SECTION II

ARTICLE 7

Except for employees in a psychiatric emergency department covered by the critical care or enhanced critical care premium provided for in clause 9.16 of the collective agreement and employees covered by the psychiatry premium provided for in Article 3 and the floating days off provided for in clause 4.01 or the montary compensation provided for in clause 4.03 of this appendix, rehabilitation attendants, care attendants or employees assigned to supervise users who work in the activity centres or sub-centres listed below receive the psychiatry premium provided for in Article 3 of this appendix, as well as monetary compensation, with each pay cheque, equal to 2.2% of:

- pay, premiums[1] and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- the pay that they would received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment;

- the amount of pay used to calculate allowances for maternity, paternity, adoption or protective leave. However, the amount calculated during protective leave is not paid with each pay but is instead accumulated and paid at the same time as vacation pay.

1. Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

The activity centres or sub-centres covered are the following:

- 5940 Community support for those with a serious mental disorder;
- 5941 Intensive community follow-up (SIM);
- 5942 Variable intensity community support (SIV);
- 6280 Mental-health day hospital;
- 6281 Pediatric psychiatric day hospital;
- 6282 Adult mental-health day hospital;
- 6330 Second and third line mental health assessment and treatment services;
- 6331 Second and third line mental health assessment and treatment services - Youth;
- 6332 Second and third line mental health assessment and treatment services - Adults;
- 7043 Residential resources – Continuous residential assistance (mental health).

APPENDIX B

APPENDIX B SPECIAL CONDITIONS FOR BABY NURSES, CHILD NURSES AND NURSING

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees with the following job titles: child nurse/baby nurse and nursing assistant.

ARTICLE 1 NURSING COMMITTEE

Two (2) employees covered by Appendix B must sit on the nursing committee stipulated in Article 7 of Appendix D (Nurses). The employees who sit on this committee are given time off work for that purpose without any loss of pay.

1.01 Employees may file any complaint with the committee concerning their workload or any issue directly related to nursing.

1.02 If the committee does not render a decision within five (5) calendar days of when the complaint is filed, or if the decision does not satisfy the employee, the latter may ask the Ministère de la Santé et des Services sociaux to appoint a physician as arbitrator.

1.03 The arbitrator conducts an inquiry and decides on the issue. Their decision must include the reasons for the decision and be given in writing within three (3) weeks of when the request for arbitration is made to the Ministère de la Santé et des Services sociaux.

1.04 The arbitrator's decision is final and binding on the parties.

ARTICLE 2 NURSING COMMITTEE

This article only applies where there are no unionized nurses, or where the nursing committee is composed of nurses from a union not affiliated with the CSN.

2.01 A nursing committee is formed within thirty (30) days of when this collective agreement comes into force.

2.02 The committee is composed of three (3) employees designated by the union (nursing assistant, child nurse or baby nurse) employed by the employer and three (3) persons designated by the employer.

Each party may from time to time draw on necessary outside assistance at its own expense when it deems it appropriate.

2.03 The committee's role is to examine complaints from nursing assistants, child nurses or baby nurses about their workload. The committee may also examine any issue directly related to nursing.

2.04 The committee meets at the request of either party.

2.05 Nursing assistants, child nurses or baby nurses sitting on the committee are given time off work without any loss of pay.

2.06 A nursing assistant, child nurse or baby nurse who believes that they been aggrieved on matters mentioned in clause 2.03 files a complaint with the committee in writing.

If more than one nursing assistant, child nurse or baby nurse collectively or the union itself believe they have been aggrieved on matters mentioned in 2.03, the union may file a complaint with the committee in writing.

2.07 The committee has five (5) days from when the complaint is filed to meet, formulate written recommendations and submit them to the employer. A copy of the recommendations is sent to the union.

2.08 The employer has five (5) days from receiving the committee's recommendations to render its decision in writing.

2.09 If the committee cannot meet within a reasonable period of time because of the employer's refusal, or if the employer does not render a decision within the prescribed period of time, or if the decision does not satisfy the nursing assistant, child nurse, baby nurse or the union, any of these may request arbitration by notifying the employer to this effect within thirty (30) calendar days of the expiry of the time limit provided in clause 2.08.

2.10 The parties agree on the choice of an arbitrator. If they do not, the Ministère de la Santé et des Services sociaux automatically appoints a physician to act as arbitrator.

2.11 The employer and the union have seven (7) calendar days from the appointment of the arbitrator to each designate an assessor of their choice and communicate the assessor's name to the arbitrator.

2.12 The arbitrator sends the date of the first arbitration hearing in writing to the MSSS at least ten (10) days in advance.

The MSSS may, if it deems it appropriate, delegate an official representative to participate in the arbitration hearing.

The arbitrator and assessors, accompanied by the official representative of the MSSS if applicable, meet with the members of the nursing committee and examine the complaint made to the committee, the result of the committee's discussions, its recommendations and the employer's decision.

2.13 These various exhibits and any other documents produced by the parties or the official representative of the MSSS, as the case may be, must be filed as part of the record. The contents of these documents may become the object of supplementary or contradictory evidence.

2.14 The arbitrator and assessors proceed with the inquiry in the presence of the parties and the official representative of the MSSS, if applicable, and hear witnesses for both parties.

The arbitrator, accompanied by the assessors, may also visit the premises, if they deem it appropriate, and use any findings for the purpose of reaching a decision.

2.15 Arbitration hearings are public; the arbitrator may, however, order a session behind closed doors on their own or at the request of either party.

The arbitrator has all the powers conferred upon them by the Labour Code (CQLR c C-27) to conduct arbitration hearings.

At the request of the parties or the arbitrator, witnesses are summoned by means of a written order signed by the arbitrator, who may swear in the witness.

A person duly summoned to appear before an arbitrator who refuses to appear or to testify may be compelled to do so and convicted in accordance with the Code of Penal Procedure (CQLR c C-25.1) as if the person had been summoned under that act.

2.16 The arbitrator has three (3) weeks from being appointed to render a decision in writing, with reasons, and send it to the MSSS and both parties.

If either of the parties' representatives disagree with the decision rendered, they have fifteen (15) days from when the decision is issued to submit their dissent in writing to the MSSS and the parties.

2.17 The arbitrator's decision is final and binding on all parties. Unless otherwise stipulated in the arbitration award, it must be implemented within thirty (30) days unless it is absolutely impossible to do so.

2.18 The arbitrator's expenses are borne equally by the parties.

ARTICLE 3 PROFESSIONAL DEVELOPMENT PREMIUM

An employee who has successfully completed the six (6)-month course for operating room technicians receives, in addition to their regular pay, 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 ($)
8.18	8.34	8.51

ARTICLE 4 POST-GRADUATE TRAINING

The provisions of this article apply to employees who have one of the following job titles:

- nursing assistant (3455);
- nursing assistant team leader (3445);
- nursing assistant – assistant team leader (3446).

4.01 Each program of post-graduate nursing studies recognized under clause 4.06 that is worth fifteen (15) or more units (credits) but less than thirty (30) credits equals one (1) year of service for the purpose of echelon advancement on the pay scale or, if applicable, to additional remuneration of 1.5% of the rate of pay at the top echelon on the pay scale.

This provision does not apply to activities related to the development of human resources.

4.02 Each program of post-graduate nursing studies recognized under clause 4.06 that is worth thirty (30) units (credits) is equal to two (2) years of service for the purpose of echelon advancement on the pay scale or, if applicable, to additional remuneration of 3% of the rate of pay at the top echelon on the pay scale.

4.03 To benefit from the echelon advancement on the pay scale provided for in clauses 4.01 and 4.02, however, an employee must work in their specialty. To benefit from the additional remuneration, the post-graduate training must be required by the employer. An employee who uses more than one program of post-graduate studies in the specialty in which they work has one (1) or two (2) years of service recognized for the purpose of echelon advancement on the pay scale for each applicable program up to a maximum of four (4) years of service for all the programs or, if applicable, to additional remuneration of a maximum of 6% of the rate of pay at the top echelon on the pay scale.

4.04 An employee who has benefited from an echelon advancement for post-graduate training receives the additional remuneration for the post-graduate training once they have completed one (1) year or more of experience at the top echelon of their pay scale and providing that the said post-graduate training is required by the employer in accordance with the provisions of clause 4.05.

When an employee who holds a position for which post-graduate training is required cannot benefit from all the years of service for the purpose of echelon advancement to which they are entitled for the post-graduate training because their combined experience and post-graduate training already puts them at the top echelon of their pay scale, the employee receives additional remuneration equal to 1.5% of the pay for the maximum of their pay scale for each echelon to which they no longer have access, until this additional remuneration corresponds to the total of the echelons to which they are entitled for their post-graduate training without, however, exceeding 6%.

An employee who is at the top echelon solely on the basis of experience benefits from the additional remuneration for post-graduate training when the training is required by the employer in accordance with the provisions of clause 4.05.

4.05 The employer has six (6) months from the date on which the collective agreement comes into force to decide the list of post-graduate programs of study deemed to be required by service and job title that provide access to additional remuneration.

4.06 The programs of studies recognized by the Ministère de l'Éducation et de l'Enseignement supérieur are recognized for the purpose of applying this article.

ARTICLE 5 ACQUIRED PRIVILEGE

Employees who are entitled to a responsibility premium on the date this agreement comes into force continue to receive it as long as they continue to perform the duties for which it was granted.

ARTICLE 6 SPECIAL CLAUSES

Candidate for admission to the practice of the nursing assistant profession

6.01 To the extent they are not otherwise modified by this article, these employees are entitled to all the provisions of the collective agreement and the appendix.

6.02 Once a candidate for admission to the practice of the nursing assistant profession receives their licence to practise after taking or retaking the examination, the employer pays them the nursing assistant's rate of pay retroactively to the date the examinations were passed, providing they have worked after that date.

APPENDIX C

SPECIAL CONDITIONS FOR TECHNICIANS

ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to graduate technicians in the following job titles:

2205 Medical imaging technologist in the field of diagnostic radiology
2207 Radiation oncology technologist
2208 Medical imaging technologist in the field of nuclear medicine
2212 Specialized medical imaging technologist
2213 Technical co-ordinator (radiology)
2214 Clinical instructor (radiology)
2219 Assistant head radiology technologist
2223 Medical technologist
2224 Graduate medical laboratory technician
2227 Technical co-ordinator (laboratory)
2232 Clinical instructor (laboratory)
2234 Assistant head (laboratory)
2236 Assistant head medical electro-physiology technologist
2240 Assistant head dietetics technician
2241 Electro-encephalography technician (EEG)
2242 Assistant head of archives
2244 Respiratory therapist
2248 Assistant head respiratory therapist
2251 Medical records archivist
2282 Medical records archivist (team leader)
2290 Transfusion safety clinical officer
2291 Transfusion safety technical officer
2295 Physiotherapy technologist
2257 Dietetics technician
2261 Dental hygienist
2262 Dental prosthesis and appliance technologist
2287 Clinical perfusionist
2270 Cardio-respiratory physiology technician
2271 Cytologist
2278 Hemodynamics technologist
2276 Technical co-ordinator (medical electro-physiology)
2286 Medical electro-physiology technologist
2362 Orthotics-prosthetics technician
2369 Electronics technician
2381 Electrodynamics technician
2696 Recreation therapy technician
2702 Industrial hygiene technician
3224 Class "B" technician

ARTICLE 2 OVERTIME

If an employee on stand-by duty in an institution is called in to work, they are entitled to the remuneration provided in clause 19.03, minus the transportation allowance, in addition to the stand-by premium.

ARTICLE 3 REASSIGNMENT TO A HIGHER POSITION

An employee who is asked by the institution to take on a higher position temporarily receives the pay stipulated for this position during the time that they fill it, if they fill it for at least one regular shift.

ARTICLE 4 CLASSIFICATION AND ADVANCEMENT ON THE PAY SCALE

4.01 Classification on the pay scale

Employees covered by this appendix are integrated into their pay scale on the basis of their past experience and, if applicable, post-graduate training, as established in accordance with Article 5. The provisions of clause 8.26 of the collective agreement are taken into account for the purpose of classification on the pay scale.

4.02 Advancement on the pay scale

This clause replaces clause 8.25 (Advancement on the pay scale) of the collective agreement.

If permitted by the number of echelons on the pay scale, each time an employee completes one year of service in their job title they advance to the echelon immediately higher than their current echelon. As of However, the length of time an employee with a ranking of nineteen (19) or higher stays at an echelon is six (6) months of service for echelons one (1) to eight (8) and one (1) year of service for echelons nine (9) to eighteen (18).

For the purpose of applying the previous paragraph, each day of work by a part-time employee equals 1/225th of a year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of service.

A part-time employee's days of leave for union work, excluding those stipulated in clauses 7.18 to 7.20 (Leave for union work) of the collective agreement, are deemed to be days of work for the purpose of advancement on the pay scale.

Furthermore, valid experience acquired in a comparable job title is recognized for a part-time employee. The employee may ask the employer for an attestation of experience once each calendar year.

However, the year or fraction of a year of service acquired as well as days of work accumulated in 1983 are not credited for the purpose of determining an employee's date for advancement to the next echelon on the pay scale.

ARTICLE 5 PRIOR EXPERIENCE AND POST-GRADUATE TRAINING

(The following clauses replace clauses 17.01 to 17.04 of the collective agreement.)

5.01 One (1) year of experience equals one year of service for the purpose of advancement on the pay scale, in accordance with the applicable rules on echelon advancement. This experience must be acquired as follows.

5.02 For pay purposes only, an employee is entitled to be classified according to the length of their previous employment, on the condition that they did not leave the health and social services sector or other work as a technician more than ten (10) years ago.

5.03 If an employee has been out of the health and social services sector or other work as a technician for more than five (5) but less than ten (10) years, the employee is classified no higher than the second-last echelon on the pay scale at the end of their probation period.

5.04 If an employee left the health and social services sector or other work as a technician more than ten (10) years ago the employer takes into consideration the employee's relevant past experience in reclassifying them after the end of their probation period.

5.05 Despite clauses 5.01, 5.02, 5.03 and 5.04, employees currently in the service of the employer or hired in the future may not be credited for experience acquired in 1983 for purposes of classification on the pay scale.

5.06 In calculating the experience of an employee who works part-time, each day of work is equal to 1/225th of a year of experience. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of experience, respectively.

5.07 The employer must require that the employee provide an attestation of their prior experience, to be obtained from the authorities of the institution where such experience was acquired.

If this is not done, the employer may not hold a prescribed time limit against the employee.

5.08 If it is impossible for the employee to produce written proof of their prior experience, they may, after demonstrating that this is in fact impossible, provide proof of their experience by declaring under oath all the relevant details, including the name of their employer, the dates of employment and the type of work.

5.09 When an employee leaves the institution, the employer provides them with an attestation of the experience acquired in its service.

5.10 The employee cannot have more than twenty-four (24) months of experience recognized for pay purposes during leave without pay for the purpose of teaching at a CEGEP, school board or university, providing that the nature of the teaching is specifically oriented towards the health and social services sector.

Post-graduate training

5.11 The provisions set out in Appendix O (Recognition of additional education) apply to employees covered by this appendix.

5.12 An employee holding an advanced certificate (ART) in clinical chemistry, haematology, histopathology, microbiology, cytology, blood bank, virology, immunology, electron microscopy or cytogenetics has two (2) years of service recognized for the purpose of echelon advancement on the pay scale. The post-graduate training must be related to the specialty in which the employee works.

5.13 An employee who uses more than one advanced certificate (ART) has two (2) years of service recognized for the purpose of echelon advancement for each certificate, up to a maximum of four (4)

years of service for all their certificates. The post-graduate training must be related to the specialty in which the employee works.

5.14 An employee holding a bachelor's degree in biology, biochemistry, chemistry or microbiology has four (4) years of service recognized for the purpose of echelon advancement on their pay scale.

5.15 An employee holding a fellowship (FCSLT) in medical technology is entitled to advance four (4) echelons on their pay scale.

5.16 An employee who has successfully completed thirty (30) units (credits) of a post-graduate program of studies at the college or university level in medical biology or radiology has two (2) years of service recognized for the purpose of echelon advancement on the pay scale. The post-graduate training must be related to the specialty in which the employee works.

5.17 Subject to clause 5.13 and clause 2.03 of Appendix O, post-graduate training may not be cumulative for the purposes of advancing on the pay scale.

An employee only benefits from the diploma giving them the greatest number of echelons.

5.18 This echelon advancement replaces any weekly pay supplement or premium previously paid for these purposes.

ARTICLE 6 INTEGRATION ON THE DATE THE COLLECTIVE AGREEMENT COMES INTO FORCE

Within ninety (90) days of the date this collective agreement comes into force, an employee in the service of the employer on the date it comes into force is integrated into the pay scale on the terms and conditions set out in Article 4.

ARTICLE 7 SPECIAL CONDITIONS FOR A CLASS "B" TECHNICIAN WHO BECOMES A TECHNICIAN

A Class "B" technician who becomes a graduate technician receives the rate of pay on the pay scale of their new job title that is immediately higher than the rate of pay received in the job title that they are leaving.

This employee is then deemed to have the number of years of experience as a graduate technician equal to their position on the pay scale for technicians.

ARTICLE 8 CLINICAL TEACHING PREMIUM (EEG, MEDICAL ELECTRO-PHYSIOLOGY)

A technician who provides clinical teaching and training to student trainees doing practical work in the framework of a practical clinical training program related to their studies receives, in addition to their pay, an hourly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
1.72	1.75	1.79

for each hour during which they assume this responsibility.

ARTICLE 9 ORGANIZATION OF WORK COMMITTEE

9.01 Within sixty (60) days of the date the collective agreement comes into force, the local parties set up an organization of work committee. The committee is composed of an equal number of employer and union representatives.

9.02 The committee's mandates are to:

- deal specifically with problems and issues related to technicians;

- implement technological changes other than those whose effect is to abolish one or more positions and to assess the foreseeable impact of changes on the organization of work.

9.03 For the purpose of carrying out this mandate, committee members must have access to training to be agreed upon by the local parties and to all information relevant to understanding the problems and finding solutions.

The employer or the union may add outside resource people, with the parties' consent.

9.04 Employees representing the union are given leave in accordance with the provisions of clause 7.13 of the collective agreement.

ARTICLE 10 ORIENTATION AND CLINICAL TRAINING PREMIUM

An employee with the job title of respiratory therapist (2244) who takes on responsibilities related to the orientation and clinical training of employees and student trainees receives an hourly premium corresponding to two per cent (2%) of the hourly rate plus, if applicable, the additional remuneration provided for in Article 2 of Appendix O when they take on these responsibilities.

Despite the above, an employee with the job title mentioned in the first (1st) paragraph who takes on responsibilities related to the orientation and clinical training of employees and student trainees for more than half of their shift of work receives the hourly premium for the full shift of work.

ARTICLE 11 CRITICAL CARE AND ENHANCED CRITICAL CARE PREMIUM

(This article replaces the first (1st) paragraph of clause 9.16 of the collective agreement for employees covered by this article in the class of healthy and social services technicians and professionals in this appendix.)

Employees covered by the following paragraph receive the critical care or enhanced critical care premium for hours worked in critical care, as defined in the second (2nd) paragraph of clause 9.16.

This premium applies to employees who hold one of the following job titles:

- medical imaging technologist in the field of diagnostic radiology (2205);
- medical imaging technologist in the field of nuclear medicine (2208);
- specialized medical imaging technologist (2212);
- technical co-ordinator (radiology) (2213);
- specialized radiation oncology technologist (2218);
- assistant head radiology technologist (2219);
- assistant head medical electro-physiology technologist (2236);
- technical co-ordinator (medical electro-physiology) (2276);
- hemodynamics technologist (2278);
- medical electro-physiology technologist (2286);
- medical technologist (2223);
- graduate medical laboratory technician (2224);
- technical co-ordinator (laboratory) (2227).

ARTICLE 12 SPECIFIC CRITICAL CARE AND ENHANCED SPECIFIC CRITICAL CARE PREMIUM

(This article replaces the first (1st) paragraph of clause 9.17 of the collective agreement for employees covered by this article in the class of healthy and social services technicians and professionals in this appendix.)

Employees covered by the following paragraph receive a specific critical care or enhanced specific critical care premium for hours worked in the services defined in the second (2nd) paragraph of clause 9.17, excluding obstetrical care (mother-child) units.

This premium applies to employees who hold one of the following job titles:

- medical imaging technologist in the field of diagnostic radiology (2205);
- medical imaging technologist in the field of nuclear medicine (2208);
- specialized medical imaging technologist (2212);
- technical co-ordinator (radiology) (2213);
- specialized radiation oncology technologist (2218);
- assistant head radiology technologist (2219);
- assistant head medical electro-physiology technologist (2236);
- technical co-ordinator (medical electro-physiology) (2276);
- hemodynamics technologist (2278);
- medical electro-physiology technologist (2286);
- medical technologist (2223);
- graduate medical laboratory technician (2224);
- technical co-ordinator (laboratory) (2227).

ARTICLE 13 SUPERVISION AND TRAINING PREMIUM FOR CLINICAL PERFUSIONISTS

An employee with the job title of clinical perfusionist (2287) who takes on responsibilities related to the supervision of the work of at least four (4) clinical perfusionists, in particular by participating in their training, receives a premium of ten per cent (10%) of the hourly rate of pay plus, if applicable, the additional remuneration provided for in Appendix O, for every hour during which the employee takes on these responsibilities.

Despite the above, an employee with the job title mentioned in the first (1st) paragraph who takes on responsibilities related to the supervision of the work of at least four (4) clinical perfusionists, in particular by participating in their training, for more than half of their shift of work receives the hourly premium for the full shift of work.

APPENDIX D

SPECIAL CONDITIONS FOR NURSES

ARTICLE 1 SCOPE

1.01 To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to nurses in the following job titles:

2459 Nurse team leader
2471 Nurse
2485 Nurse on a refresher period
2489 Assistant head nurse
Assistant to the immediate superior
2490 Candidate for admission to the practice of the nursing profession
2491 Outpost/dispensary nurse

1.02 Furthermore, if the institution requires that a position be filled by a nurse, that nurse is covered by this appendix.

ARTICLE 2 SPECIAL CONDITIONS

Candidate to the practice of the nursing profession

2.01 These employees are covered by all the terms of the collective agreement and the appendix to the extent that they are not otherwise modified by this article.

2.02 Once a candidate receives their licence to practise after taking or retaking the examination with success, the employer pays the candidate to the nursing profession the rate of pay for a nurse, retroactive to the date of their successful examination, providing that they have worked since that date.

Nurse on a refresher period

2.03 These employees are covered by all the terms of the collective agreement and the appendix to the extent that they are not otherwise modified by this article.

2.04 These employees may not take charge of a service. They must work under the supervision of a nurse.

2.05 The terms and conditions of the refresher period are communicated in writing to the employee and to the union at the time of hiring.

ARTICLE 3 CLASSIFICATION AND ADVANCEMENT ON THE PAY SCALE

Classification on the scale

3.01 Employees covered by this appendix are integrated into their pay scale on the basis of their experience and, if applicable, post-graduate training, as established under the terms of articles 4 and 5. The provisions of clause 8.26 of the collective agreement are taken into account for the purpose of classification on the pay scale.

3.02 At the time of hiring, the employer must require that the employee provide written attestation of their prior experience and/or post-graduate training, obtained by the employee from the institution where the experience was acquired and/or the educational institution that gave the post-graduate training.

If this is not done, the employer may not hold a prescribed time limit against the nurse.

If it is impossible for the nurse to provide written proof of their experience, they may, after demonstrating that this is in fact impossible, submit proof of their experience by swearing under oath to all the relevant details, including the name of the employer, the dates of the work and the kind of work done.

Advancement on the pay scale

3.03 This clause replaces clause 8.25 (Advancement on the pay scale) of the collective agreement.

If permitted by the number of echelons on the pay scale, each time an employee completes one year of service in their job title they advance to the echelon immediately higher than their current echelon. ~~As of April 2, 2019, h~~However, the length of time an employee with a ranking of nineteen (19) or higher stays at an echelon is six (6) months of service for echelons one (1) to eight (8) and one (1) year of service for echelons nine (9) to eighteen (18).

For the purpose of applying the previous paragraph, each day of work by a part-time employee equals 1/225th of a year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of service.

A part-time employee's days of leave for union work, excluding those provided for in clauses 7.18 to 7.20 (Leave for union work) of the collective agreement, are deemed to be days of work for the purpose of advancement on the pay scale.

Furthermore, valid experience acquired in a comparable job title is recognized for a part-time employee. The employee may ask the employer for an attestation of experience once each calendar year.

However, the year or fraction of a year of service acquired as well as days of work accumulated in 1983 are not credited for the purpose of determining an employee's date for advancement to the next echelon on the pay scale.

ARTICLE 4 PRIOR EXPERIENCE

(The following clauses replace clauses 17.01 to 17.04 of the collective agreement.)

4.01 One year of experience equals one year of service for the purpose of echelon advancement on the pay scale, in accordance with the applicable rules for advancement on the pay scale. This experience must be acquired as follows.

4.02 For pay purposes only, an employee is entitled to be classified on the basis of the length of their previous work providing, however, that they did not leave the health and social services sector or other work as a nurse more than ten (10) years ago.

4.03 If an employee has been out of the health and social services sector or other work as a nurse for more than five (5) years but less than ten (10) years, the employee is classified no higher than the second-last echelon on the pay scale at the end of their probation period.

4.04 If an employee left the health and social services sector or other work as a nurse more than ten (10) years ago, the employer takes into account the nurse's valid experience for classification purposes once the probation period is completed.

4.05 Despite clauses 4.01, 4.02, 4.03 and 4.04, employees now in the service of the employer or hired later are not credited with experience acquired during 1983 for the purpose of classification on the pay scale.

4.06 In calculating the experience of an employee who works part-time, each day of work is equal to 1/225th of a year of experience. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of experience, respectively.

ARTICLE 5 POST-GRADUATE TRAINING

5.01 Each program of post-graduate studies in nursing recognized in accordance with clause 5.10 or 5.11 of this appendix that is worth fifteen (15) or more credits but less than thirty (30) credits is equal to one (1) year of service for the purpose of echelon advancement on the pay scale or additional remuneration of 1.5% of the rate of pay at the top echelon of the pay scale, as the case may be.

This provision does not apply to activities related to human resources development provided for in the collective agreement.

5.02 Each program of post-graduate studies in nursing recognized in accordance with clause 5.10 or 5.11 of this appendix that is worth thirty (30) credits is equal to two (2) years of service for the purpose of echelon advancement on the pay scale or additional remuneration of 3% of the rate of pay at the top echelon of the pay scale, as the case may be.

5.03 To benefit, however, from the echelon advancement on the pay scale provided for in clauses 5.01 and 5.02, an employee must work in their specialty. To benefit from the additional remuneration, the post-graduate training must be required by the employer. If an employee uses more than one post-graduate program in the specialty in which they work, they have one (1) or two (2) years of service recognized for the purpose of echelon advancement on the pay scale for each applicable program or are entitled to additional remuneration of a maximum of 6% of the rate of pay at the top echelon of the pay scale, as the case may be.

5.04 When the Professional Development Committee provided in previous collective agreements had accepted a program of studies, employees who have taken such a program retain the privileges related to them for the purpose of advancement on the pay scale in accordance with clauses 5.01 and 5.02. The employer continues to recognize existing programs of post-graduate studies.

5.05 However, an employee holding a certificate from a nursing college or a bachelor or master's degree in nursing has the following number of years of service recognized for the purpose of echelon advancement on the pay scale, regardless of the position they hold:

- certificate from a college of nursing: two (2) years of service;
- one (1) successfully completed year of university toward a degree in nursing: two (2) years of service;
- bachelor's degree in nursing: four (4) years of service;
- master's degree in nursing: six (6) years of service

5.06 An employee who has one or more of the diplomas for post-graduate studies mentioned in clause 5.05 may only benefit from the diploma giving them the most years of service.

5.07 An employee who has a certificate from a college of nursing or a bachelor's or master's degree in nursing and who works in a service in which the employer demands or requires one or more post-graduate programs of study for their job title is deemed to have this training for the purpose of the additional remuneration provided in clauses 5.01 and 5.02. This additional remuneration may not, however, exceed the percentage normally awarded to other employees for the training demanded or deemed required.

5.08 An employee who has qualified for additional echelons on the pay scale because of post-graduate training receives the additional remuneration for the said post-graduate training when they have completed one (1) or more years of experience at the top echelon of the pay scale and when the post-graduate training is required by the employer in accordance with the provisions of clause 5.09.

When an employee holding a position for which post-graduate training is required cannot benefit from all the years of service for the purpose of echelon advancement to which their post-graduate training entitles them because their combined experience and post-graduate training puts them at the top echelon of their pay scale, for each additional echelon that is not available to them they receive additional remuneration equal to 1.5% of the maximum rate of pay for their pay scale until this additional remuneration corresponds to the total number of echelons to which their post-graduate training entitles them, without, however, exceeding 6%.

An employee who is at the top echelon solely on the basis of experience receives the additional remuneration for their post-graduate training when the training is required by the employer in accordance with the provisions of clause 5.09.

5.09 For the purpose of applying this article, the employer requires post-graduate training in accordance with the following terms and conditions.

1- When a position involving post-graduate training requirements is or has been awarded since January 1, 1983, employees in the same job title who work in this service and who have this training have the training recognized for the purpose of additional remuneration.

2- Within six (6) months of when the collective agreement comes into force, the employer decides on the list of programs of post-graduate studies deemed required by service and by job title that give employees access to additional remuneration.

Recognized post-graduate training

5.10 The programs of post-graduate studies and their relative value recognized under the terms of the collective agreement that came into force on May 22, 2000, as well as the programs of studies recognized by the Ministère de l'Éducation et de l'Enseignement supérieur, are recognized for the purpose of applying this article.

5.11 Any diplomas issued outside Quebec must be validated by a certificate of equivalence issued by the authorized government agency.

ARTICLE 6 SENIORITY AND EXPERIENCE

6.01 Leave without pay for studies does not constitute an interruption of service for seniority purposes. Upon their return to work, employees regain the rights they had at the time of their departure.

6.02 In the case, however, of an employee who has at least four (4) years of service in the health and social services sector at the time of their departure, such an absence of at least one (1) year is deemed to be one (1) year of service for the purpose of calculating seniority and experience, providing the employee remains employed by a Québec institution within the meaning of the Act respecting health services and social services (CQLR c S-4.2) for a period of time equal to the length of their absence for studies.

6.03 An employee who benefits from part-time leave without pay for studies as provided under clause 18.04 of the collective agreement is, in addition to the benefits set out in that clause, considered to be full-time for the purpose of calculating seniority, as well as for the calculation of experience if they are covered by the provisions of clause 6.02.

ARTICLE 7 NURSING COMMITTEE

7.01 A nursing committee is formed within thirty (30) days of the date on which this collective agreement comes into force.

7.02 The committee is composed of four (4) persons appointed by the union, including two (2) nurses and two (2) employees covered by Appendix B employed by the employer, and four (4) persons appointed by the employer.

When there are no employees covered by Appendix B of this collective agreement affiliated with the CSN, the committee is composed of three (3) employees covered by this appendix, to be designated by the union, and three (3) persons designated by the employer.

Each party may from time to time add an outside person at its own expense when it deems it appropriate.

7.03 The committee's role is to examine employees' complaints about their workload. The committee may also examine any issue directly related to nursing.

7.04 The committee meets at the request of either party.

7.05 Employees sitting on the committee are given time off work without any loss of pay.

7.06 An employee who believes that they have been aggrieved on matters mentioned in clause 7.03 files a written complaint with the committee.

If more than one employee collectively or the union itself believe that have been aggrieved on matters mentioned in clause 7.03, the union may file a complaint with the committee in writing.

7.07 The committee has five (5) days from when the complaint is filed to meet, formulate written recommendations and submit them to the employer. A copy of the recommendations is sent to the union.

7.08 The employer has five (5) days from receiving the committee's recommendations to render its decision in writing.

7.09 If the committee cannot meet within a reasonable period of time because of the employer's refusal, or if the employer does not render a decision within the prescribed period of time, or if the decision does not satisfy the employee or the union, either one may request arbitration by notifying the employer to this effect within thirty (30) calendar days of the expiry of the time limit provided in clause 7.08.

7.10 The parties agree on the choice of an arbitrator.

If they do not, the Ministère de la Santé et des Services sociaux (MSSS) automatically appoints a physician to act as arbitrator.

7.11 The arbitrator sends the date of the first arbitration hearing in writing to the MSSS at least ten (10) days in advance.

The MSSS may, if it deems it appropriate, delegate an official representative to participate in the arbitration hearing.

The arbitrator, accompanied by the official representative of the MSSS if applicable, meets with the members of the nursing committee and examines the complaint made to the committee, the result of the committee's discussions, its recommendations and the employer's decision.

7.12 These various exhibits and any other documents produced by the parties or, as the case may be, by the official representative of the MSSS are filed as part of the record. The contents of these documents may become the object of supplementary or contradictory evidence.

7.13 The arbitrator proceeds with the inquiry in the presence of the parties and the official representative of the MSSS, if applicable, and hears witnesses for both parties.

The arbitrator may also visit the premises, if they deem it appropriate, and use any findings for the purpose of reaching a decision.

7.14 Arbitration hearings are public; the arbitrator may, however, order a session behind closed doors on their own or at the request of either party.

The arbitrator has all the powers conferred upon them by the Labour Code (CQLR c C-27) to conduct arbitration hearings.

At the request of the parties or the arbitrator, witnesses are summoned by means of a written order signed by the arbitrator, who may swear in the witness.

A person duly summoned to appear before an arbitrator who refuses to appear or to testify may be compelled to do so and convicted in accordance with the Code of Penal Procedure (CQLR c C-25.1), as if they had been summoned under that act.

7.15 The arbitrator has three (3) weeks from being appointed to render a decision in writing, with reasons, and send it to the MSSS and both parties.

If either of the parties' representatives disagree with the decision rendered, they have fifteen (15) days from when the decision is issued to submit their dissent in writing to the MSSS and the parties.

7.16 The arbitrator's decision is final and binding on all parties. Unless otherwise stipulated in the arbitration award, it must be implemented within thirty (30) days unless it is absolutely impossible to do so.

7.17 The arbitrator's expenses and fees are borne equally by the parties.

ARTICLE 8 ANNUAL VACATION LEAVE

(These provisions are added to Article 21 of the collective agreement.)

An employee with less than one (1) year of service as of April 30 is entitled to one-twelfth (1/12th) of four (4) weeks of annual vacation for each month of service.

HIRED BETWEEN	LENGTH OF VACATION
May 1 and May 15	28
May 16 and June 15	26
June 16 and July 15	23
July 16 and August 15	21
August 16 and September 15	19
September 16 and October 15	16
October 16 and November 15	14
November 16 and December 15	12
December 16 and January 15	9
January 16 and February 15	7
February 16 and March 15	5
March 16 and April 15	2

ARTICLE 9 PREMIUM FOR ORIENTATION AND CLINICAL TRAINING

An employee with the job title of nurse (2471) or outpost/dispensary nurse (2491) who takes on responsibilities related to orientation and clinical training of employees and student trainees receives an hourly premium corresponding to five per cent (5%) of the hourly rate plus, if applicable, the additional remuneration provided for in Article 5 of Appendix D when they take on these responsibilities.

Despite the above, an employee with the job title mentioned in the first (1st) paragraph who takes on responsibilities related to orientation and clinical training of employees and student trainees for more than half of their shift of work receives the hourly premium for the full shift of work.

ARTICLE 10 SPECIAL CONDITIONS FOR CERTAIN CANDIDATES TO THE PRACTICE OF THE NURSING PROFESSION

The employer considers as a nurse anyone presently working for the institution who received a nursing diploma before 1966 and who was recognized by the institution as a graduate nurse under the terms of the 1968-71 collective agreement and had the pay provided in clause 25.01 of that collective agreement.

ARTICLE 11 REPLACEMENT IN DIFFERENT DUTIES

When there is no assistant head nurse, assistant to the immediate superior, nurse clinician assistant to the head nurse or nurse clinician assistant to the immediate superior on duty in a service, the employee who temporarily replaces their immediate superior (manager) for a period of at least seven (7) continuous hours of work is entitled for that period to a pay supplement 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

ARTICLE 12 OUTPOST/DISPENSARY NURSE

The provisions of this appendix apply to outpost/dispensary nurses with the exception of Articles 1, 2, 7, 10 and 11 and the additional remuneration stipulated in Article 5.

APPENDIX E

SPECIAL CONDITIONS FOR EDUCATORS

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply.

ARTICLE 1 PROBATION PERIOD

Every new educator undergoes a probation period.

ARTICLE 2 MEALS

A meal is provided free of charge to an employee who, in the performance of their duties, is required to have their meal with the users.

ARTICLE 3 LIVING AND/OR REHABILITATION UNIT SUPERVISOR

3.01 Availability

To ensure the harmonious operation of the living and/or rehabilitation unit, the supervisor's presence is required among other circumstances in addition to the established schedule, excluding replacement of an absent educator:

1- for the departure and return of users from holidays and vacations;

2- to assist a replacement or new educator on their team;

3- when one or several users are causing major problems.

3.02 Remuneration

The living and/or rehabilitation unit supervisor's pay scale is established taking into account the overtime worked for duties for which the employee is on availability in accordance with the provisions of clause 3.01 of this appendix. Consequently, neither the employee nor the union may claim payment for or time off in lieu of overtime worked to perform these duties.

ARTICLE 4 STUDY INCENTIVE PREMIUM

4.01 After successfully completing fifteen (15) units (credits) of the CEGEP program in institutional rehabilitation or special education, a full-time employee employed by the institution on the date this collective agreement comes into force 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

4.02 An employee who is classified in a higher pay scale after completing fifteen (15) credits is not, however, entitled to this premium.

4.03 Equivalences or exemptions granted by the CEGEP are not accepted for the purpose of this article.

4.04 This incentive premium is only granted once for a given set of units (credits) and may not be claimed by an employee when the courses are taken during working hours without loss of pay.

4.05 Programs successfully completed in institutional rehabilitation or special education (CEGEP study program) are not taken into account for the purposes of applying Appendix O (Recognition of additional education).

ARTICLE 5 PROFESSIONAL DEVELOPMENT

The provisions of Articles 2 and 3 of Appendix O apply to all employees with the job title of educator.

An employee who successfully completes thirty (30) units (credits) of a course of study leading to a university degree in psycho-education, childhood maladjustment or academic and social adjustment has two (2) years of service recognized for the purpose of echelon advancement on the pay scale in accordance with the provisions of Appendix O.

For the purpose of applying clause 2.06 of Appendix O, any training related to the duties of an educator is deemed to be required.

ARTICLE 6 REMUNERATION

When an employee moves into a higher class, they are classified in this new class on the basis of their years of experience and must never incur a reduction in pay at any time.

ARTICLE 7 RECREATION THERAPY TECHNICIAN

The provisions of this appendix apply to recreation therapy technicians, except for Articles 3 and 6.

ARTICLE 8 SPECIAL EDUCATION TECHNICIAN

The provisions of this appendix apply to specialized education technicians.

APPENDIX F

SPECIAL PROVISIONS FOR THE FOLLOWING INSTITUTIONS

CÔTE-NORD (09)
- Centre intégré de santé et de services sociaux de la Côte-Nord:
- Centre de santé et de services sociaux de la Basse-Côte-Nord
- CLSC de Schefferville
- CLSC Naskapi

NUNAVIK (17)
- Inuulitsivik Health Centre
- Tulattavik Health Centre of Ungava

JAMES BAY CREE TERRITORY (18)
- James Bay Cree Health and Social Services Council

BENEFITS

The fifth (5th) paragraph of clause 25.01 of the collective agreement is amended as follows:

In the event of a death mentioned in the preceding paragraphs, an employee is entitled to the transportation time normally required for such travel if the funeral (religious or secular ceremony) is held outside the sector in question.

APPENDIX G

APPENDIX FOR PROFESSIONALS

ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees classified under Code 1000 – Professionals, with the exception of those covered by Appendix N.

ARTICLE 2 PRIOR EXPERIENCE

(This article replaces clauses 17.01 to 17.04 of the collective agreement.)

2.01 Employees now in the service of the employer and employees hired subsequently are classified, for pay purposes only, on the basis of their prior experience in the same job title, and where appropriate taking into account valid experience acquired in a comparable job title or another job title, providing that they have not ceased to practise their profession for more than five (5) consecutive years.

Any fraction of a year recognized under the previous paragraph is counted for the purpose of determining the date on which the employee advances an echelon on the pay scale.

2.02 At the time of hiring, the employer must require that the employee submit an attestation certifying their prior experience, which the employee obtains from the institution where the experience was acquired. If this is not done, the employer may not hold a prescribed time limit against them. If it is impossible for an employee to supply written proof or attestation of their experience, they may, after demonstrating that this is in fact impossible, make a sworn statement that then has the same value as a written attestation.

2.03 If the employee has left the practice of their profession for more than five (5) years but less than ten (10) years, they are subject to a probation period. At the time of hiring, they are entitled to classification on the second (2nd) pay echelon for their class. After the probation period, the employee is entitled, for pay purposes only, to recognition of their prior years of experience.

2.04 If the employee has ceased to practise their profession for more than ten (10) years, they are subject to a probation period. At the time of hiring, they are entitled to the minimum rate of pay for their class. After the probation period, the employee is entitled, for pay purposes only, to recognition of three quarters (3/4) of their prior years of experience.

2.05 Despite clauses 2.01, 2.03 and 2.04, employees now in the service of the employer and those hired later are not credited with experience acquired in 1983 for the purpose of classification on their pay scale.

ARTICLE 3 OVERTIME

This article replaces clauses 19.01, 19.02 and 19.08 of the collective agreement.

3.01 Any work done in addition to the regular day or week of work is deemed to be overtime.

All overtime work must be done with the knowledge of the employee's immediate supervisor or the latter's replacement. In unforeseen circumstances, however, or if the employee cannot reach their immediate supervisor, or if justified by the demands of the work in progress, an employee is paid at the overtime rate by justifying the overtime work to their immediate supervisor or the latter's replacement within the next two (2) working days.

3.02 An employee who works overtime is remunerated as follows for the number of hours worked:

1- with hours off in lieu of the overtime worked within the thirty (30) days that follow. The local parties may agree on any other period;

2- if the employer cannot grant the time off in lieu of overtime, the employee is paid for the overtime worked at straight-time rates.

Overtime after forty (40) hours of work entails either an increase of 50% in the regular hourly rate that the employee is paid for such hours, or time off in lieu of the overtime equal to 150% of the length of the overtime worked, as the case may be.

These rules also apply to part-time employees.

ARTICLE 4 EVALUATION

4.01 Any evaluation of an employee's professional activities must be brought to their attention.

4.02 Any request for information about an employee's professional activities, regardless of whether the employee is on duty, are answered by the personnel manager or the department head.

ARTICLE 5 JOB TITLES, JOB DESCRIPTIONS AND PAY RATES AND SCALES

Classification of employees in job titles

5.01 An employee in the service of the institution on the date this collective agreement comes into effect who is classified in one of these job titles is deemed to possess the minimum qualifications required for that job title.

Integration into the pay scale of employees hired after the date on which the collective agreement comes into force

(The following clause replaces the third (3rd) paragraph of clause 8.23 of the collective agreement.)

5.02 An employee hired after the date on which this collective agreement comes into force is integrated at the echelon corresponding to their years of professional experience and taking into account the provisions of clauses 5.07 to 5.13 of this appendix, if applicable, in accordance with the rules on echelon advancement.

An employee with no professional experience is integrated at the first echelon, subject to the provisions of clauses 5.07 to 5.13 of this appendix.

Recognition of years of professional experience

5.03 One year of valid professional work is equal to one year of professional experience. For pay purposes, however, an employee cannot accumulate more than twenty-four (24) months of experience during leave without pay to teach at a CEGEP, school board or university, providing that the nature of the teaching is specifically oriented towards the health and social services sector.

5.04 Fractions of a year recognized under the preceding clause are counted for the purpose of determining the date on which an employee advances an echelon.

5.05 Subject to clauses 5.07 to 5.13 of this appendix, an employee cannot accumulate more than one year of work experience during a period of twelve (12) months.

5.06 Despite clauses 5.03 and 5.04, employees now in the service of the employer and those hired in the future cannot be credited with professional experience acquired in 1983 for purposes of integration into the pay scale.

Recognition of professional development studies after completion of an undergraduate university degree

5.07 This refers to academic training pertinent to the profession beyond an undergraduate university degree.

5.08 One year of studies (or its equivalent, 30 credits) successfully completed in the same discipline or a discipline related to that mentioned in the employee's job description is equal to one (1) year of professional experience.

5.09 However, a master's degree involving forty-five (45) or more credits and less than sixty (60) credits successfully completed in the same discipline or a discipline related to that mentioned in the employee's job description is equal to one-and-one-half (1½) years of professional experience.

5.10 Only the number of years usually required to complete the studies undertaken may be counted.

5.11 A maximum of three (3) years of studies may be credited for purposes of experience.

5.12 "Undergraduate university degree" means that an employee has completed the studies necessary to obtain an undergraduate degree in accordance with the system in effect when the studies were completed.

5.13 On their date for echelon advancement, an employee is entitled, if applicable, to advance one (1) additional echelon in accordance with this article.

In applying clause 5.09, however, an employee who in the case of an annual advancement is entitled to recognition of one-half (½) of a year of experience because of the fact that they have successfully completed a master's degree by their regular advancement date advances an echelon at the end of a period of six (6) months following their regular echelon advancement date. This paragraph has the effect of modifying the employee's regular echelon advancement date.

Echelon advancement

5.14 An employee normally stays at an echelon for six (6) months of professional experience for echelons 1 to 8 and one (1) year of professional experience for echelons 9 to 18.

5.15 Echelon advancement is granted upon satisfactory job performance.

5.16 Accelerated echelon advancement is granted in accordance with the provisions of clauses 5.07 to 5.13 of this appendix, as the case may be.

5.17 Accelerated echelon advancement is granted to an employee on their echelon advancement date for performance that is judged exceptional by the employer.

5.18 However, no year or fraction of a year of experience acquired in 1983 is credited for the purpose of determining the date on which an employee advances one echelon.

5.19 Critical care premium and enhanced critical care premium

(The following clause replaces the first (1st) paragraph of clause 9.16 of the collective agreement.)

An employee covered by the following paragraph receives the critical care or enhanced critical care premium for hours worked in critical care, as defined in the second (2nd) paragraph of 9.16.

This premium applies to employees in one of the following job titles:

- human relations officer (1553);
- audiologist (1254);
- audiologist-speech therapist (1204);
- dietitian-nutritionist (1219);
- occupational therapist (1230);
- speech therapist (1255);
- physiotherapist (1233);
- psychologist (1546);
- professional social worker (1550).

5.20 Specific critical care premium and enhanced specific critical care premium

(The following clause replaces the first (1st) paragraph of clause 9.17 of the collective agreement.)

An employee covered by the following paragraph receives a specific critical care or enhanced specific critical care premium for hours worked in the services defined in the second (2nd) paragraph of clause 9.17, excluding obstetrical care (mother-child) units.

This premium applies to employees in one of the following job titles:

- human relations officer (1553);
- audiologist (1254);
- audiologist-speech therapist (1204);
- dietitian-nutritionist (1219);
- occupational therapist (1230);

- speech therapist (1255);
- physiotherapist (1233);
- psychologist (1546);
- professional social worker (1550).

ARTICLE 6 PROFESSIONAL SECRECY

If an employee is summoned to testify about facts brought to their attention in the course of performing their duties, and if they expect that they will have to invoke professional secrecy, they may be accompanied by legal counsel chosen by and paid for by the institution.

APPENDIX H

REGIONAL DISPARITIES

SECTION IDEFINITIONS

For the purposes of this appendix, the following terms mean:

1.01 Dependant:

The spouse or dependent child as defined in Article 1 or any other dependant within the meaning of the Taxation Act (CQLR c I-3), providing that the latter resides with the employee. For the purposes of this appendix, however, income earned from employment by the employee's spouse does not have the effect of negating the spouse's status as a dependant.

Similarly, the fact that a child attends a high school recognized as being of public interest in a place other than the employee's place of residence does not negate their status as a dependant when no public high school is accessible in the locality in which the employee resides.

Similarly, the fact that a child attends a pre-school or elementary school recognized as being of public interest in a place other than the employee's place of residence does not negate their status as a dependant when no pre-school or elementary school, as the case may be, recognized as being of public interest is accessible in the child's language of instruction (French or English) in the locality in which the employee resides.

A child who is 25 years of age or younger is also deemed to be a dependant if they meet the following three (3) conditions:

1) the child attends full-time a post-secondary school recognized as being of public interest in a place other than the place of residence of an employee working in a locality in Sectors III, IV or V, with the exception of Parent, Sanmaur and Clova, or working in Fermont;

2) the child had the status of dependant in accordance with the definition of dependant provided in this appendix in the twelve (12) months preceding the start of their program of post-secondary studies;

3) the employee has provided supporting documents attesting that the child is pursuing a program of post-secondary studies full-time, namely proof of registration at the start of the session and proof of attendance at the end of the session.

Recognition of the status of dependant as defined in the preceding paragraph allows the employee to retain the level of their isolation and remoteness premium and allows the dependent child to benefit from provisions on trips out.

However, transportation expenses for a dependent child resulting from other programs are deducted from the benefits pertaining to trips out for the dependent child.

Furthermore, a child who is 25 years of age or younger who is no longer considered to be a dependant for the purpose of applying this clause and who attends a post-secondary school recognized as being of public interest regains the status of dependant if they comply with conditions 1) and 3) set out above.

1.02 Point of departure

Domicile in the legal sense of the term at the time of hiring, providing that the domicile is located in a Québec locality. This point of departure may be changed by agreement between the employer and the employee providing that it is located in a Quebec locality.

1.03 Sectors

Sector V

The localities of Tasiujaq, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Umiujaq and Taqpangajuk.

Sector IV

The localities of Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvirnituq, ~~Umiujaq,~~ Kuujjuaq, Kuujjuarapik and Whapmagoostui, Schefferville and Kawawachikamach.

Sector III

- The territory north of the 51st parallel, including Mistissini, Chisasibi, Oujé-Bougoumou, Radisson and Waswanipi, with the exception of Fermont and the localities specified in Sectors IV and V;

- The localities of Parent, Sanmaur and Clova;

- The territory of the Côte-Nord east from Havre-Saint-Pierre to the Labrador border, including Anticosti Island.

Sector II

- The municipality of Fermont;

- The territory of the Côte-Nord east of the Rivière Moisie to Havre-Saint-Pierre;

- The Îles-de-la-Madeleine.

Sector I

- The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

SECTION II PREMIUM LEVELS

2.01 An employee working in one of the above-mentioned sectors receives an isolation and remoteness premium of:

Sectors	Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)

With dependants			
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 dependants			
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 the premium prorated to the number of hours remunerated.

2.03 The amount of the isolation and remoteness premium is prorated to the length of the employee's assignment in the territory of an employer included in a sector described in Section I.

2.04 Subject to clause 2.08, the employer ceases to pay the isolation and remoteness premium established under this section if the employee and their dependants intentionally leave the territory during leave or a paid absence of more than thirty (30) days. The isolation and remoteness premium is continued as if the employee were at work, however, during absences for annual vacation leave, statutory holidays, sick leave, maternity leave, paternity leave, adoption leave, protective leave or leave resulting from an industrial accident or occupational disease.

An employee who makes use of the provisions of Article 34 (Leave with deferred pay plan) may, at their request, defer the payment of the isolation and remoteness premium on the same terms and conditions as those agreed upon for deferring their pay.

2.05 In the event that both spouses within the meaning of Article 1 work for the same employer or that they work for two (2) different employers in the public and para-public sectors, only one (1) of the two (2) is entitled to the premium for an employee with dependants if there are one or more dependants other than the spouse. If there is no dependant other than the spouse, each is entitled to the premium without dependants, notwithstanding the definition of the term "dependant" in clause 1.01 of Section I of this appendix.

SECTION III OTHER BENEFITS

3.01 The employer assumes the following expenses for any employees recruited in Québec more than fifty (50) kilometres from the locality in which they are called upon to perform their duties, providing that the locality is situated in one of the sectors described in clause 1.03 of Section I.

a) the cost of transportation for the relocated employee and their dependants;

b) the cost of transporting their personal effects and those of their dependants, up to:

- 228 kg for each adult and each child aged 12 or older;
- 137 kg for each child under 12 years of age;

c) the cost of transporting the employee's furniture, if applicable;

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.

These expenses are borne by the employer between the point of departure and the locality to which the employee is assigned, and are reimbursed upon presentation of receipts.

In the case of an employee recruited from outside Québec, these expenses are borne by the employer without exceeding the equivalent of the costs between Montréal and the locality where the employee is assigned to perform their duties.

3.02 If an employee eligible for the provisions of sub-paragraphs b), c) and d) of clause 3.01 decides not to make immediate use of some or all of these provisions, they remain eligible to use them for two (2) years from the day on which their assignment begins.

3.03 An employee who leaves has the expenses provided in clause 3.01 above reimbursed.

Moreover, the weight of 228 kilograms in sub-paragraph b) of clause 3.01 is increased by 45 kilograms per year of service spent in the territory employed by the employer. This provision applies solely to the employee.

An employee is not, however entitled to reimbursement of these expenses if they resign from the position to go and work for another employer before having spent 45 calendar days in the territory.

3.04 These expenses are payable providing that the employee does not have them reimbursed by another plan, such as the federal labour mobility plan, and only in the following cases:

a) during the employee's first assignment;

b) at the time of a subsequent assignment or a transfer at the employer' or employee's request;

c) when the contract is breached or the employee resigns or dies; in the case of sectors I and II, however, reimbursement is prorated to the time worked compared to a reference period of one (1) year, except in the case of death;

d) when an employee obtains leave for studies; in this case, the expenses under clause 3.01 are also payable to an employee whose point of departure is situated 50 kilometres or less from the locality in which they were working.

3.05 In cases where both spouses within the meaning of Article 1 work for the same employer, only one (1) of the two (2) spouses is entitled to the benefits conferred by this section. Should one of the spouses receive equivalent benefits from another employer or another source for this move, the employer is not required to make any reimbursement.

SECTION IV TRIPS OUT

4.01 The employer reimburses employees recruited more than fifty (50) kilometres from the locality in which they work for the expenses inherent in the following trips out for the employee and their dependants:

a) for localities in sectors III, with the exception of those listed in the following sub-paragraph, localities in sectors IV and V and the locality of Fermont: four (4) trips out per year for an employee without dependants, and three (3) trips out per year for an employee with dependants;

b) for the localities of Clova, Havre-Saint-Pierre, Parent, Sanmaur and the Îles-de-la-Madeleine: one (1) trip out per year.

An employee who comes from a locality located more than fifty (50) kilometres from their place of assignment who has been recruited on the spot and who has obtained the right to trips out because of living as if they were married to a spouse working in the public sector continues to be entitled to the trips out provided under this article even if they lose their status of spouse within the meaning of Article 1.

4.02 The fact that the employee's spouse works for the employer or another employer in the public and para-public sectors does not entitle the employee to a greater number of trips out paid by the employer than the number provided for in the collective agreement.

In the case of trips out granted to an employee with dependants, it is not necessary for the 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 their dependants more employer-paid trips out than the number provided for in the collective agreement.

4.03 These expenses are reimbursed upon presentation of receipts for the employee and their dependants up to the equivalent of each return air fare (by regularly scheduled flights or chartered flights, if made with the employer's consent) between the locality to which the employee has been assigned and the departure point located in Québec, or as far as Montréal.

In the case of an employee recruited from outside Québec, these expenses must not exceed the lesser of the following two (2) amounts:

- either the equivalent of a return air fare (regularly scheduled flight) between the locality where the employee is assigned and their domicile at the time of hiring;
- or the equivalent of a return air fare (regularly scheduled flight) between the locality where the employee is assigned and Montréal.

4.04 One (1) trip out may be used by a non-resident spouse, non-resident relative or friend to visit the employee living in one of the regions listed in clause 1.03. The provisions of this section on the reimbursement of expenses apply.

4.05 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 in which the employee 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, daughter-in-law or son-in-law. In no case, however, may this early trip out give the employee or their dependants more trips out than the number to which they are entitled.

4.06 The distribution and scheduling of trips out provided for in 4.01, including arrangements for trips out when there are transportation delays that are not the employee's fault, may be the subject of an agreement between the union and the employer.

4.07 An employee entitled to reimbursement of expenses incurred for trips out receives, on March 1 of each year, compensation equivalent to fifty percent (50%) of the amount of the expenses incurred for the third (3rd) and fourth (4th) trip out in the previous calendar year. This annual compensation is paid with the pay cheque that covers March 1.

SECTION V REIMBURSEMENT OF EXPENSES IN TRANSIT

5.01 The employer reimburses employees for expenses incurred in transit (meals, taxis and lodging if necessary) for themselves and their dependants at the time of hiring and of any trip out provided by the collective agreement, upon presentation of receipts and on providing that these expenses are not borne by a carrier.

SECTION VI DEATH OF AN EMPLOYEE

6.01 In the event of the death of an employee or of one of their dependants, the employer pays the transportation for the patriation of the mortal remains. In addition, the employer reimburses dependants for expenses incurred for return travel between the locality of the deceased employee's assignment and their place of burial in Québec.

SECTION VII TRANSPORTATION OF FOOD

7.01 An employee who is unable to provide for their own food supplies in sectors V and IV in the localities of Kuujjuaq, Kuujjuarapik, Whapmagoostui, Radisson, Mistissini, Waswanipi and Chisasibi because there are no sources of supplies in their locality benefits from payment of the costs of transporting up to the following quantities of food:

- 727 kg per year per adult and per child aged 12 or older;
- 364 kg per year per child under 12.

This benefit is granted in accordance with one of the following formulas:

a) either the employer takes responsibility for transporting the food from the most accessible or most economical source of supply in terms of transportation, and bears the cost directly;

b) or the employer pays the employee an allowance equal to the cost which would have been incurred under the first formula.

7.02 An employee benefiting from the reimbursement of the cost of transporting food under clause 7.01 is entitled annually on March 1 of each year to an additional indemnity equal to sixty-six per cent (66%) of the amount of the expenses incurred for the transportation of food in the previous calendar year.

SECTION VIII VEHICLE AT AN EMPLOYEE'S DISPOSAL

8.01 In all localities in which private vehicles are forbidden, the availability of vehicles for employees may be covered by local arrangements.

SECTION IX HOUSING

9.01 The obligations and practices related to the employer supplying the employee with a dwelling at the time of hiring are only maintained in the places where they already exist.

9.02 The rents charged to employees benefiting from housing in sectors V, IV and III and in Fermont are maintained at their December 31, 1988 rates.

9.03 At the union's request, the employer explains how housing is allocated. Similarly, at the union's request, the employer informs the union of existing maintenance measures.

SECTION X RETENTION PREMIUM

10.01 An employee working in the localities of Sept-Îles (including Clarke City), Port-Cartier, Galix or Rivière-Pentecôte receives a retention premium equal to eight per cent (8%) of their annual pay.

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) km away from Schefferville or Fermont for all employees who were entitled to them on December 31, 1988.

APPENDIX I

SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN COMMUNITY SERVICES (LAUNDRIES)

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees of community services (laundries).

HYGIENE MEASURES

The employer provides employees assigned to sorting or receiving soiled linen with the possibility of taking a shower during working hours to avoid the transmission of pathogenic germs to family members or acquaintances.

The employer endeavours to eliminate emanations of nauseating odours by means of the appropriate techniques as much as possible.

APPENDIX J

SPECIAL CONDITIONS FOR SOCIAL WORK TECHNICIANS

ARTICLE 1 MECHANISMS FOR THE INTEGRATION OF SOCIAL WORK TECHNICIANS

1.01 Employees receive the pay for the echelon in their job title corresponding to the number of years of experience in the same or a comparable job title and taking into account valid experience acquired in another job title, as the case may be.

1.02 Employees retain years of experience already recognized by the employer as a vested right. Thus, years of experience already recognized for an employee cannot be contested for any reason whatsoever.

1.03 The pay scale for a social work technician applies to employees who have completed the training to become social work technicians.

1.04 The provisions contained in Appendix O (Recognition of additional education) apply to employees covered by this article.

1.05 Employees employed by an institution who successfully complete thirty (30) credits of the program of studies leading to a university degree in social work, sociology, criminology, psychology or sexology advances two (2) additional echelons on the social work technicians' pay scale, in accordance with the provisions of Appendix O.

1.06 Each time an employee completes one (1) year of service in their job title, they advance one echelon on the pay scale, if this is possible given the number of echelons on the pay scale.

For the purpose of calculating the experience of an employee who works part-time, each day of work is equal to 1/225th of a year of experience. However, for an employee who is entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of experience.

However, the year or fraction of a year of service acquired as well as the number of days of work accumulated in 1983 is not credited for the purpose of determining the date on which an employee advances one echelon on the pay scale.

1.07 Despite clause 1.01, employees currently in the service of the employer as well as those hired subsequently are not credited with experience acquired in 1983 for purposes of classification on the pay scale.

ARTICLE 2 PROFESSIONAL SECRECY

To protect the professional secrecy of employees, the employer hires and pays the fees for legal counsel to represent an employee who is summoned to appear in court and whose testimony is required.

ARTICLE 3 CRITICAL CARE AND ENHANCED CRITICAL CARE PREMIUM

(The following clause replaces the first (1st) paragraph of clause 9.16 of the collective agreement.)

A social work technician receives the critical care or enhanced critical care premium for hours worked in critical care, as defined in the second (2nd) paragraph of clause 9.

ARTICLE 4 SPECIFIC CRITICAL CARE AND ENHANCED SPECIFIC CRITICAL CARE PREMIUM

(This article replaces the first (1st) paragraph of clause 9.17 of the collective agreement.)

A social work technician receives a specific critical care or specific enhanced critical care premium for hours worked in the services defined in the second (2nd) paragraph of clause 9.17, excluding obstetrical care (mother-child) units.

APPENDIX K

SPECIAL PROVISIONS FOR AN INTEGRATION CARRIED OUT UNDER SECTIONS 130 TO 136 OF THE ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY (CQLR c S-2.1)

ARTICLE 1 SCOPE

To the extent they are not otherwise modified by this appendix, the provisions of this collective agreement apply to employees who are to be integrated.

A) Voluntary transfers

Newly created positions are not posted and the positions are filled by employees to be integrated. By virtue of the integration, their appointment cannot be challenged.

B) Seniority

Years of service acquired with the original employer are transferred as years of seniority in the institution.

C) Professional experience

An employee's experience is recognized if it is deemed pertinent by the institution.

D) Pay

Employees do not incur any reduction in their hourly rate of pay.

E) Annual vacation leave

From the date they begin work, the provisions of the collective agreement on annual vacation leave apply to integrated employees.

F) Pension plan

Employees are covered by the Government and Public Employees Retirement Plan from the date they begin work for the institution.

ARTICLE 2 OTHER WORKING CONDITIONS

Integrated employees cannot transfer any other working conditions from the original employer.

APPENDIX L

SPECIAL CONDITIONS FOR EMPLOYEES HOLDING FULL-TIME POSITIONS WORKING ON STEADY NIGHT SHIFTS

1.01 An employee who on the date this collective agreement is signed is entitled to one (1) weekend of three (3) consecutive days off in each two (2)-week period continues to be entitled to this additional day of paid leave.

For the additional day of paid leave provided for in the preceding paragraph, an employee receives remuneration equal to what they would receive if they were at work.

1.02 For any absence for which an employee receives remuneration, benefits or an indemnity, however, the pay[1] or the pay used as the reference for determining such a benefit or indemnity, as the case may be, is reduced by the percentage of the night shift premium that would apply to them under paragraph B of clause 9.08 of the collective agreement.

The above paragraph does not apply in the case of the following absences:

a) statutory holidays;

b) annual vacation leave;

c) maternity, paternity or adoption leave;

d) absence for disability, from the sixth (6th) working day on;

e) absence for employment injury recognized as such in accordance with the provisions of the Act respecting industrial accidents and occupational diseases (CQLR c A-3.001);

f) additional day of leave with pay as provided in clause 1.01 of this appendix.

1.03 When the conversion of the night shift premium into paid time off exceeds twenty-four (24) days, the employee receives, no later than December 15 of each year, an amount corresponding to pay equal to the number of unused days exceeding twenty-four (24) days and calculated as follows:

$$\text{Number of days exceeding 24} \times \left(\frac{\text{Number of days worked during the reference year}}{204^{2}} \right)$$

[1] Pay means rate of pay plus, if applicable, the supplement, responsibility premium or additional remuneration provided under Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O.

[2] When an employee is entitled to more than 20 days of annual leave, the number “204” is reduced by the number of days exceeding 20.

For the first (1st) year of application, this amount is proportional to the number of days between the date on which this collective agreement comes into force and November 30, 2021 divided by 365 days.

Should an employee leave the position or change status or shift of work, the amounts due are calculated using the formula given above, taking into account the number of days worked between December 1 and the date of departure or change of status or shift, as the case may be.

1.04 An employee covered by this appendix may resume a full schedule of work in accordance with terms and conditions to be agreed upon by the employer, the union and the employee.

1.05 An employee entitled to paid time off under this appendix retains full-time employee status.

1.06 The provisions of Article 20 (Paid statutory holidays) of this collective agreement apply to employees covered by this appendix.

1.07 An employee covered by this appendix is not entitled to the night shift premium under clause 9.08 of the collective agreement unless they work overtime on the night shift.

APPENDIX M

CONTRACT FOR SERVICES (CONTRACTING OUT) IN PRIVATE INSTITUTIONS UNDER AGREEMENT

The provisions of this appendix apply to private institutions under agreement (EPCs) and replace 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 bargaining unit oblige the employer to the following vis-à-vis the union and employees:

1- The employer notifies the third party of the existence of the bargaining unit and the collective agreement and its content.

2- There may not be any layoffs, dismissals or permanent layoffs as a direct or indirect result of such contract.

3- Any changes in the working conditions of an employee affected by such contract must be in accordance with the provisions of this collective agreement.

The termination of a contract for services (contracting out) may not be motivated or mainly caused by a subcontractor's employees exercising any of their rights whatsoever under the Labour Code (CQLR c C-27).

In the case of work performed by employees in housekeeping, food (kitchen and cafeteria) and nursing services, contracts for services to be awarded or renewed by the employer must provide that the pay and benefits to be paid by a subcontractor to its employees working in the employer's institution are generally comparable to market rates in the health sector for similar job titles.

The rates of pay and benefits of employees of a subcontractor whose rates of pay and benefits are determined by a collective agreement are presumed to be generally comparable.

Moreover, the employer may not award, renew or terminate any contract for services in housekeeping, food (kitchen and cafeteria) and nursing services without notifying the union at least thirty (30) days in advance.

APPENDIX N

SPECIAL CONDITIONS FOR EMPLOYEES WITH A NURSING JOB TITLE REQUIRING AN UNDERGRADUATE UNIVERSITY DEGREE

ARTICLE 1 SCOPE

1.01 To the extent they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees in the following job titles:

1911 Nurse clinician
1912 Nurse clinician assistant head nurse
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 Nurse clinician specialist

1.02 The following provisions in Appendix D apply to employees covered by this appendix:

- Article 6 - seniority and experience;
- Article 7 - nursing committee;
- Article 8 - annual vacation leave;
- Article 11 - replacement in different duties.

1.03 The following provisions from Appendix G apply to employees covered by this appendix:

- Article 4 - evaluation;
- Article 5 - recognition of years of professional experience (clauses 5.03 to 5.06); echelon advancement (clauses 5.14 to 5.18);
- Article 6 - professional secrecy.

ARTICLE 2 PRIOR EXPERIENCE

(This article replaces clauses 17.01 to 17.04 of the collective agreement.)

2.01 An employee currently in the employer's service or hired in the future is, for pay purposes only, classified on the basis of the length of their previous work in one of the job titles stipulated in this appendix and taking into account valid experience in a comparable job title, as the case may be, providing that they have not ceased to practise their profession for more than five (5) consecutive years. An employee who left the profession more than five (5) years ago may not be classified immediately at the last echelon of the pay scale.

Any fraction of a year recognized under the preceding paragraph is counted for the purpose of determining an employee's date of echelon advancement.

2.02 At the time of hiring, the employer must require an attestation of this experience from the employee, who obtains it from the employer where the experience was acquired. If this is not done, the employer may not hold a prescribed time limit against the employee. If it is impossible for the employee

to provide a written attestation of their experience, they may, after demonstrating that it is impossible, declare their experience under oath, which then has the same value as a written attestation.

2.03 Despite clause 2.01, employees now in the service of the employer and those hired subsequently cannot be credited with experience acquired in 1983 for the purpose of classification on the pay scale.

ARTICLE 3 SPECIAL PROVISIONS RELATED TO ARTICLE 15 (JOB SECURITY)

For the purpose of applying clause 15.05 (comparable position), the job titles covered in this appendix are deemed to be included in the “nursing” sector of work.

ARTICLE 4 OVERTIME

(This article replaces clause 19.02 of the collective agreement.)

An employee who works overtime is remunerated for the number of hours worked as follows:

1- time off in lieu of overtime within the following thirty (30) days; the local parties may agree on any other period of time;

2- if the employer is unable to grant the time off in lieu of overtime, the overtime is paid at the straight-time rate.

Overtime after forty (40) hours of work entails either an increase of 50% in the regular hourly rate that the employee is paid for these hours, or time off in lieu of the overtime equal to 150% of the length of the overtime worked, as the case may be.

Despite the preceding, the method of remuneration of overtime provided for in clause 19.03 applies to nurse clinicians (1911), nurse clinician assistant head nurses and nurse clinician assistants to the immediate superior (1912) who work in services where care is delivered twenty-four (24) hours a day, seven (7) days a week.

These rules also apply to part-time employees.

ARTICLE 5 PROVISIONS ON REMUNERATION

Integration into the pay scales of employees hired after the date on which the collective agreement comes into force

5.01 An employee hired after the date on which this collective agreement comes into force is integrated at the echelon corresponding to their years of experience in accordance with Article 2 of this appendix and taking into account the provisions of Article 8 of this appendix, if applicable, all in accordance with the rules on echelon advancement.

5.02 An employee without experience in one of the job titles stipulated in this appendix is integrated at the first (1st) echelon, subject to the provisions of Article 8 of this.

Integration into the pay scales of employees promoted after the date on which the collective agreement comes into force

5.03 An employee promoted to a position with a job title covered by this appendix is paid the rate of pay for this new job title that is immediately higher than what they were paid in the job title they are leaving, taking into account the additional remuneration for post-graduate training provided in Article 5 of Appendix D, if applicable.

An assistant head nurse or assistant to the immediate superior who obtains a position as a nurse clinician continues to be paid the remuneration they received before the promotion (pay plus, if applicable, the additional remuneration for post-graduate training provided in Article 5 of Appendix D) until they arrive at an echelon in their new pay scale that provides pay equal to or greater than the remuneration they received before the promotion.

5.04 If during the twelve (12) months following each increase in the pay scale an employee in one of the job titles covered by clause 1.01 is paid less than what they would have received in their former job title (taking into account, if applicable, additional remuneration for post-graduate training), the employee is paid what they would have received in their former job title, as of the date on which their pay falls behind until their echelon advancement on the pay scale. If, however, that echelon advancement on the pay scale results in a pay that is less than what they would have received in their former job title, they continue to receive the pay for the former job title until their next echelon advancement.

ARTICLE 6 SPECIAL PROVISIONS FOR CERTAIN ROLES

6.01 A community health nurse,[1] assistant head nurse or assistant to the immediate superior who obtains a master's degree in nursing, a bachelor's degree in nursing or a bachelor of science involving at least two (2) recognized certificates in the field of nursing after the date on which the collective agreement comes into force is classified as a nurse clinician, nurse clinician assistant head nurse or nurse clinician assistant to the immediate superior, as the case may be, as of the date on which they obtain the degree.

6.02 The rules for integrating an employee reclassified under clause 6.01 are those given in clause 5.03 of this appendix.

ARTICLE 7 PROVISIONS ON ACADEMIC TRAINING OF NURSE CLINICIANS AND CARE COUNSELLOR NURSES

7.01 Nurse clinicians

An employee working in an institution in the health and social services sector on May 14, 2006 who had a bachelor's degree in science comprising at least two (2) certificates admissible under the terms of the provisions of the 2000-2002 collective agreement qualifies to apply for a nurse clinician job. The same goes for an employee who on May 14, 2006 was pursuing studies to complete a third (3rd) certificate to obtain such a bachelor's degree. If an employee who on May 14, 2006 was pursuing studies had completed or begun studies for a second (2nd) certificate in a bachelor of science program, the third (3rd) certificate must be a recognized nursing certificate listed in clause 7.03, unless the person already had two (2) recognized certificates in nursing.

[1] This only applies to nurses working in the framework of a CLSC mission.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this job with either their current employer or a future employer.

7.02 Care counsellor nurse

An employee working in an institution in the health and social services sector on May 14, 2006 who had three (3) recognized certificates in nursing listed in clause 7.03 is qualified to apply for a job as care counsellor nurse.

An employee who, on May 14, 2006 had begun studies for a third (3rd) certificate in nursing recognized in clause 7.03 also qualifies to apply for a job as care counsellor nurse. A certificate in management or administration does not, however, count as a certificate in nursing.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this job with either their current employer or a future employer.

7.03 Recognized certificates in nursing

For the purpose of applying this collective agreement, the recognized certificates in nursing are those listed below.

This list is composed of undergraduate certificates. The actual names of these certificates may vary from one university to the next and depending on the period when they were offered.

Nursing science: Integration and Perspectives (Sciences infirmières: intégration et perspectives)

Nursing care (Soins infirmiers)

Nursing care (clinical setting) (Soins infirmiers: milieu clinique)

Palliative care (Soins palliatifs)

Critical care (Soins critiques)

Perioperative nursing care (Soins infirmiers périopératoires)

Nursing care: public health (Soins infirmiers: santé publique)

Community health (Santé communautaire)

Mental health (Santé mentale)

Gerontology (Gérontologie)

Social gerontology (Gérontologie sociale)

Occupational health and safety (Santé et sécurité au travail)

Drug addiction (Toxicomanie)

Youth Intervention: theory and practice (Intervention auprès des jeunes: fondements et pratiques)

Early childhood and family care: early intervention (Petite enfance et famille: intervention précoce)

Psychology (Psychologie)

Psychosocial techniques (Pratiques psychosociales)

Family living education (Éducation à la vie familiale)

Adult education (Éducation des adultes)

Human relations and family living (Relations humaines et vie familiale)

Health service management (Administration des services de santé)

Organizational management (Gestion des organisations)

Management (Administration)

ARTICLE 8 RECOGNITION OF PROFESSIONAL DEVELOPMENT STUDIES AFTER COMPLETION OF AN UNDERGRADUATE UNIVERSITY DEGREE IN THE LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALE IN THE HEALTH AND SOCIAL SERVICES NETWORK (LIST OF JOB TITLES)

8.01 This refers to academic training relevant to the profession practised, in addition to the undergraduate university degree set out in the List of job titles.

8.02 "Undergraduate university degree" means that an employee has completed the studies necessary to obtain an undergraduate degree in accordance with the system in effect when the studies were completed.

8.03 One year of studies (or its equivalent, 30 credits) successfully completed in the same discipline or a discipline related to that mentioned in the employee's job description is equal to one (1) year of professional experience.

8.04 However, a master's degree involving forty-five (45) or more credits and less than sixty (60) credits successfully completed in the same discipline or a discipline related to that mentioned in the employee's job description is equal to one-and-one-half (1½) years of professional experience.

8.05 Only the number of years usually required to complete the studies undertaken may be counted.

8.06 A maximum of three (3) years of studies may be credited for purposes of experience.

8.07 On their date for echelon advancement, an employee is entitled, if applicable, to advance one (1) additional echelon in accordance with this article.

In applying clause 8.04, however, an employee who in the case of an annual advancement is entitled to recognition of one-half (½) of a year of experience because of the fact that they have successfully completed a master's degree by their regular advancement date advances an echelon at the end of a period of six (6) months following their regular echelon advancement date. This paragraph has the effect of modifying the employee's regular echelon advancement date.

8.08 An employee who holds a master's degree in the same discipline or a discipline related to that mentioned in the employee's job description, when the job description requires a bachelor's degree, receives additional remuneration of 1.5% of the rate of pay at the top echelon of the pay scale once they have completed one (1) year or more of experience at the top echelon of their pay scale.

An employee who holds both a master's degree and a doctoral degree in the same discipline or a discipline related to that mentioned in the employee's job description, when the job description requires a bachelor's degree, receives additional remuneration of 1.5% of the rate of pay at the top

echelon of the pay scale for each year of experience completed at the top echelon of the pay scale, to a maximum of 3%.

An employee who holds a doctoral degree in the same discipline or a discipline related to that mentioned in the employee's job description, when the job description requires a master's degree, receives additional remuneration of 1.5% of the rate of pay at the top echelon of the pay scale once they have completed one (1) year or more of experience at the top echelon of their pay scale, to a maximum of 3%.

ARTICLE 9 SPECIAL CONDITIONS FOR SPECIALTY NURSE PRACTITIONER CANDIDATES

9.01 A specialty nurse practitioner candidate who has passed the OIIQ specialist certificate exam and who is waiting for the certificate to be issued receives the pay for their new job title, once they receive their certificate, retroactively to the date of their exam or the date they began working, if they began working after their exam, providing that they have successfully completed all of the required practical training placements.

9.02 A specialty nurse practitioner candidate who must take their specialist certificate exam a second time receives the pay for their new job title retroactively to the date they pass the exam.

APPENDIX O

RECOGNITION OF ADDITIONAL EDUCATION

ARTICLE 1 SCOPE

The provisions of this appendix apply to employees whose job title requires a college studies diploma (DEC) and who are classified in the technicians group (Code 2000) in the collective agreement, except for employees covered by Appendix D.

ARTICLE 2 POST-GRADUATE TRAINING

2.01 The successful completion of any recognized program of post-graduate studies worth fifteen (15) or more units (credits) but less than thirty (30) units (credits) is equal to one (1) year of service for the purpose of echelon advancement on the pay scale or additional remuneration of 1.5% of the rate of pay at the top echelon of the pay scale, as the case may be.

2.02 The successful completion of any recognized program of post-graduate studies worth thirty (30) units (credits) is equal to two (2) years of service for the purpose of echelon advancement on the pay scale or additional remuneration of 3% of the rate of pay at the top echelon of the pay scale, as the case may be.

2.03 For the purpose of applying clauses 2.01 and 2.02, an employee who uses more than one program of post-graduate studies in their specialty has one (1) or two (2) years of service recognized for the purpose of echelon advancement for each program, as the case may be, up to a maximum of four (4) years of service for all programs, or receives additional remuneration of a maximum of 6% of the rate of pay at the top echelon of the pay scale.

2.04 When an employee has a recognized bachelor's degree, they have four (4) years of service recognized for the purpose of echelon advancement or receive additional remuneration of a maximum of 6% of the rate of pay for the top echelon on the pay scale, as the case may be.

If an employee uses more than one post-graduate program in the specialty in which they work, they have one (1) or two (2) years of service recognized for the purpose of echelon advancement on the pay scale for each applicable program or are entitled to additional remuneration of a maximum of 6% of the rate of pay at the top echelon of the pay scale, as the case may be. Once the employee obtains the bachelor's degree, they have two (2) years of service recognized for the purpose of echelon advancement or receive additional remuneration of 3% of the rate of pay at the top echelon on the pay scale, as the case may be.

2.05 When an employee has a recognized master's degree, they have six (6) years of service recognized for the purpose of echelon advancement on their pay scale or receive additional remuneration of a maximum of 6% of the rate of pay at the top echelon on the pay scale, as the case may be.

2.06 To entitle an employee to the additional echelons on the pay scale provided for in the preceding clauses, the post-graduate training must be related to the specialty in which the employee works. To entitle an employee to the additional remuneration, the post-graduate training must be required by the employer. If an employee uses more than one program of post-graduate studies in the specialty in which they work, they have one (1) or two (2) years of service recognized for the purpose of echelon

advancement for each applicable program or receive additional remuneration of up to a maximum of 6% of the rate of pay at the top echelon on the pay scale, as the case may be.

2.07 Subject to clause 2.03, the post-graduate training provided for in this collective agreement acquired on top of basic training cannot be cumulative for the purpose of advancing on the pay scale or obtaining additional remuneration, as the case may be. An employee only benefits from the diploma or degree entitling them to the most years of service for the purpose of echelon advancement.

2.08 An employee who has benefited from additional echelons for post-graduate training receives the additional remuneration for the post-graduate training once they have completed one (1) year or more of experience at the top echelon of their pay scale and when the post-graduate training is required by the employer according to the provisions of clause 2.09.

When an employee holding a position for which post-graduate training is required cannot benefit from all the years of service for the purpose of echelon advancement to which their post-graduate training entitles them because their combined experience and post-graduate training already puts them at the top echelon of their pay scale, for each echelon that is no longer available to them the employee receives additional remuneration equal to 1.5% of the rate of pay at the top of their pay scale until this additional remuneration corresponds to the total number of echelons to which they are entitled for the post-graduate training without, however, exceeding 6%.

An employee who is at the top echelon solely on the basis of experience benefits from the additional remuneration for post-graduate training when it is required by the employer in accordance with the provisions of clause 2.09.

2.09 For the purposes of applying this article, the employer has six (6) months from when this collective agreement comes into force to identify the list of post-graduate programs of studies deemed to be required by service and job title that entitle employees to additional remuneration.

ARTICLE 3 RECOGNIZED POST-GRADUATE TRAINING

3.01 The list of post-graduate programs of studies and their relative worth recognized under the terms of the collective agreement that came into force on May 22, 2000, as well as programs of studies recognized by the Ministère de l'Éducation et de l'Enseignement supérieur are recognized for the purposes of applying this appendix.

3.02 Any diplomas or degrees issued outside the Province of Québec must be validated by a certificate of equivalence issued by the authorized government agency.

APPENDIX P

REGARDING A FOUR (4)-DAY SCHEDULE

The local parties may agree to implement a four (4)-day work week with a reduction in work time in accordance with the following guidelines.

A) For full-time employees, the regular work week is modified as follows:

a) The regular work week of employees who now work thirty-two-and-one-half (32.5) hours becomes thirty (30) hours, divided into four (4) days of seven-and-one-half (7.5) hours per day of work.

b) The regular work week of employees who now work thirty-five (35) hours becomes thirty-two (32) hours, divided into four (4) days of eight (8) hours per day of work.

c) The regular work week of employees who now work thirty-six-and-one-quarter (36.25) hours becomes thirty-two (32) or thirty-three (33) hours, divided into four (4) days of eight (8) or eight-and-one-quarter (8.25) hours per day of work.

d) The regular work week of employees who now work thirty-seven-and-one-half (37.5) hours becomes thirty-three (33) hours divided into four (4) days of eight-and-one-quarter (8.25) hours per day of work.

e) The regular work week of employees who now work thirty-eight-and-three-quarters (38.75) hours becomes thirty-four (34) or thirty-five (35) hours, divided into four (4) days of eight-and-one-half (8.5) or eight-and-three-quarters (8.75) hours per day of work

B) Conversion of days of leave into premiums

- The maximum number of sick days that can be accumulated annually drops from 9.6 to 5.
- Statutory holidays may be reduced by at least 8 days and no more than 11 days.
- The days of leave freed up are converted into a premium added to the hourly rate for the job title. Depending on the number of days of leave converted, the percentage varies in accordance with the following chart:

Days converted	**Percentage of premium**
12.6	4.3
13.6	4.9
14.6	5.5
15.6	6.0

C) Modifications resulting from the new schedule

Full-time employees continue to be governed by the rules for full-time employees.

In addition to benefits such as statutory holidays and sick leave that are taken into account for the purpose of calculating the percentage rate of compensation, the other benefits to be established in proportion to the new duration of work are:

- weekly premiums;
- floating days off;
- annual vacation leave.

	Former schedule	**New schedule**
Less than 17 years of service	20 days	16 days
17 or 18 years of service	21 days	16.8 days
19 or 20 years of service	22 days	17.6 days
21 or 22 years of service	23 days	18.4 days
23 or 24 years of service	24 days	19.2 days
25 years of service or more	25 days	20 days

The pay to be taken into account in calculating any benefit, allowance and so on is the pay provided for the new schedule, including the premium for converted days of leave, in particular for calculating:

- maternity, paternity and adoption leave benefits;
- disability insurance benefits;
- leave with deferred pay.

Despite the preceding paragraph, layoff benefits for a full-time employee must be equal to the pay provided for their job title or their off-the-scale rate of pay, as the case may be, at the time of the layoff. Evening, night split-shift, seniority, responsibility and inconvenience premiums not incurred are excluded from the basis for calculating layoff benefits.

The waiting period for disability benefits for a full-time employee is four (4) working days.

For the purposes of qualifying for overtime, a regular day of work for a full-time employee or a part-time employee replacing a full-time employee is the day of work provided in the new schedule.

A regular work week for a full-time employee or a part-time employee replacing a full-time employee for the entire week is the work week provided in the new schedule.

The regular work week for a full-time employee or a part-time employee doing replacement work on both types of schedules is the work week for a five (5)-day schedule provided for the job title.

D) Terms and conditions

The model chosen on the basis of the provisions in paragraphs A, B and C and its duration and terms and conditions of implementation must be agreed upon by the local parties. The model selected is only applicable if all employees in the targeted field of implementation agree to participate. Where the activities of the service allow for it, the local parties may agree to make the four (4)-day schedule available on an individual basis.

The terms and conditions to be agreed upon locally include in particular:

a) the field of implementation (service);

b) implementation for a minimum period of one (1) year, renewable;

c) the possibility for either party to end the arrangement on sixty (60) days' notice before the end of the implementation period;

d) the possibility for the parties to end the agreement at any time by mutual consent;

e) the possibility of splitting one of the weeks of annual leave into days;

f) what is to be done with the hours of work freed up by implementation of the model.

E) Any full-time employee affected by this appendix may continue to participate in the pension plan as if they were full-time, in which case a full year of service and the corresponding pensionable earnings are credited to them. To this end, the local parties may agree on terms and conditions for payment of the employee's contributions to the pension plan. If they do not agree, the employee pays the full amount of contributions normally due for the leave time.

APPENDIX Q

SPECIAL CONDITIONS FOR OUTPOST/DISPENSARY NURSES

ARTICLE 1 SCOPE

The provisions of this appendix apply to nurses, nurse clinicians and outpost/dispensary nurses working in one of the following outposts or dispensaries of the Centre intégré de santé et de services sociaux de la Côte-Nord: Aguanish, Baie-Johan-Beetz or Natashquan.

ARTICLE 2 ANNUAL UPGRADING TRAINING

An employee working in an outpost or dispensary where there is no full-time physician is entitled to one (1) period of five (5) days of upgrading training per year, adapted to the needs of the employer. This upgrading training period must be combined with one (1) trip out unless the training is provided at the institution itself.

ARTICLE 3 STAND-BY DUTY AT HOME

An employee covered by this appendix who is on stand-by duty at home and provides phone consultation services or advice pertaining to the health status of users is remunerated in accordance with overtime provisions for the time spent on these phone consultations, in addition to receiving the premium provided in clause 19.06. They are not, however, entitled to callback benefits.

ARTICLE 4 ECHELON ADVANCEMENT FOR OUTPOST/DISPENSARY NURSES

The provisions of clauses 5.14 to 5.18 of Appendix G apply to nurses working in an outpost or dispensary for the purpose of echelon advancement.

ARTICLE 5 SAFETY

The employer pledges to take the appropriate steps to ensure that there are at least two (2) employees per outpost or dispensary.

This provision does not apply, however, if the employee resides with an adult family member or spouse, or when the employee, with the consent of the employer, prefers to work alone at the outpost or dispensary.

APPENDIX R

SPECIAL CONDITIONS FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND EVALUATION OF REPORTS CONCERNING CHILDREN AND YOUTH

ARTICLE 1 SCOPE

This appendix concerns employees assigned to the surveillance or rehabilitation of youth placed in closed custody under the Youth Criminal Justice Act (S.C. 2002, c. 1) or placed in services where intensive supervision is provided, as well as employees working as psychosocial workers whose duties include as a major and regular component the evaluation of reports regarding children and youth under the Youth Protection Act (CQLR c P-34.1).

Employees covered by the appendix in the 1995-98 agreement for rehabilitation centres concerning the special premium for employees of residential care facilities working in a secure environment and who continue to perform the same duties are covered by this appendix.

ARTICLE 2 FLOATING DAYS OFF

2.01 On July 1 of each year, a full-time employee is entitled to one half (1/2) day of paid leave for each month worked, up to a maximum of five (5) days per year.

2.02 An employee who leaves an assignment in a job that entitles them to these floating days off receives the remuneration they would normally receive when taking the days off for every unused day off that they have accumulated.

2.03 A part-time employee is not entitled to these floating days off and instead receives monetary compensation of 2.2% with each pay, applied to:

- pay, premiums[1] and additional remuneration provided for in Article 5 of Appendix D or Article 2 of Appendix O;

- the pay they would received if not on unpaid sick leave while assigned to a position or assignment;

- the amount of pay used to calculate allowances for maternity, paternity, adoption or protective leave. However, the amount calculated during protective leave is not paid with each pay but is instead accumulated and paid at the same time as vacation pay.

ARTICLE 3 INSTITUTIONS COVERED

3.01 For closed custody, these provisions apply to institutions covered under the law. The institutions concerned are:

[1] Evening and night shift, enhanced evening and night shift, shift rotation and weekend 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 du Saguenay-Lac-St-Jean	Centre de réadaptation St-Georges : Unité L'Escale Centre de réadaptation La Chesnaie : Unité L'Entracte
Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale	Centre de réadaptation jeunesse Le Gouvernail : Unité Banlieue Unité Oasis Unité l'Orchidée
Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec	Centre de réadaptation Laforest (Drummondville) : La Clairière Centre de réadaptation Bourgeois (Trois-Rivières) : Unité Le Séjour Urgence Sociale
Centre intégré universitaire de santé et de services sociaux de l'Estrie - Centre hospitalier universitaire de Sherbrooke	Point de service Val-du-Lac : Escale Avant-garde
Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal	Site Cité des Prairies : Unité Aube Unité Envol Unité Épisode Unité Gite Unité Havre Unité Source
Centre intégré de santé et de services sociaux de l'Outaouais	Résidence Taché Maison de l'Apprenti
Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue	Unité Le refuge
Centre intégré de santé et de services sociaux de la Côte-Nord	Pavillon Richelieu : Unité Horizon Les unités de réadaptation de Sept-Îles : Unité La Halte

Centre intégré de santé et de services sociaux de la Gaspésie	Site Gaspé : Unité La Rade
Centre intégré de santé et de services sociaux de Chaudière-Appalaches	Site Campus Lévis : Le Boisé
Centre intégré de santé et de services sociaux de Laval	Centre Notre-Dame de Laval : Passerelle Interlude Centre Cartier : Tournant Transit Station
Centre intégré de santé et de services sociaux de Lanaudière	Campus Joliette : Unité Le Relais
Centre intégré de santé et de services sociaux des Laurentides	Campus d'Huberdeau : Unité Le Relais
Centre intégré de santé et de services sociaux de la Montérégie-Est	Campus Chambly : L'Azimut L'Émergence La Passerelle Le Versant Campus St-Hyacinthe : Le Séjour

3.02 These provisions apply to employees working in the child and youth protection mission who evaluate reports on children and youth and employees working in the mission of rehabilitation centres for youth with adjustment problems in intensive supervision units covered by this appendix.

APPENDIX S

SPECIAL CONDITIONS FOR EMPLOYEES OF REHABILITATION CENTRES OFFERING WORK HABITS ADJUSTMENT SERVICES

ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees working in rehabilitation centres offering work habits adjustment services.

ARTICLE 2 GENERAL PROVISIONS

It is understood that for the purposes of therapy, rehabilitation and social reinsertion, users are required to perform certain work activities as part of a diversified program with a view to orienting them to an adapted work centre or the regular labour market.

No employee may be dismissed or bumped as a direct or indirect result of users performing work that is normally done by employees.

ARTICLE 3 PARATECHNICAL JOBS

Instructor

Person who implements activity or learning programs in fields of activities, either skilled trades or other trades provided for in this collective agreement, with the exception of handcrafts or comparable therapeutic activities or techniques, with the goal of promoting the development and rehabilitation of users.

They provide requested observations concerning the behaviour and attitudes of users.

In addition to the pay provided for their job title, instructors receive the following weekly supplement (instructor 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 T

SPECIAL CONDITIONS FOR EMPLOYEES OF RESIDENTIAL AND LONG-TERM CARE CENTRES WORKING IN A SPECIFIC UNIT

ARTICLE 1 SCOPE

This appendix applies to residential and long-term care centres recognized by the Ministère de la Santé et des Services sociaux as being required to provide care to users who are admitted to specific units.

ARTICLE 2 FLOATING DAYS OFF

2.01 On July 1 of each year, a full-time employee working in a specific unit in one of the institutions listed in Article 4 is entitled to one half (1/2) day off for each month worked, up to a maximum of five (5) days per year.

2.02 An employee who leaves an assignment that entitles them to these floating days off receives the remuneration they would normally receive when taking the days off for every unused day off that they have accumulated.

2.03 A part-time employee is not entitled to these floating days off and instead receives monetary compensation of 2.2% with each pay, applied to:

- pay, premiums[1] and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O;

- the pay that they would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment;

- the amount of pay used to calculate allowances for maternity, paternity, adoption or protective leave. However, the amount calculated during protective leave is not paid with each pay but is instead accumulated and paid at the same time as vacation pay.

ARTICLE 3 TRAINING COURSE ON DEALING WITH USERS IN SPECIFIC UNITS

The employer dedicates an annual budget equal to two (2) days of work for each full-time equivalent. This equivalence is calculated on the basis of the number of employees working in one or more specific units.

[1] Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

ARTICLE 4 INSTITUTIONS COVERED

4.01 The following institutions are covered by the provisions of this appendix:

CAPITALE-NATIONALE (03)

Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale :
- Centre d'hébergement Saint-Antoine
- Services de réadaptation aux adultes et aux aînés

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 de l'Est-de-l'Île-de-Montréal :
- Centre d'hébergement Pierre-Joseph-Triest
- Centre d'hébergement Jeanne-Le Ber
- Centre d'hébergement Rousselot

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal :
- Centre d'hébergement des Seigneurs
- Centre d'hébergement Yvon-Brunet
- Centre d'hébergement Armand-Lavergne
- Centre d'hébergement Émilie-Gamelin

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal :
- Centre d'hébergement Paul-Gouin
- Centre d'hébergement de Saint-Laurent

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue :
- CHSLD Macamic

LAVAL (13)

Centre intégré de santé et de services sociaux de Laval :
- Centre d'hébergement Idola-St-Jean

LANAUDIÈRE (14)

Centre intégré de santé et de services sociaux de Lanaudière :
- Centre d'hébergement des Deux-Rives

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Est :
- Centre d'hébergement de Contrecœur

4.02 If, during the course of this collective agreement, a residential and long-term care centre is recognized by the MSSS as being required to offer care to users admitted to a specific unit, the parties, represented by the Comité patronal de négociation du secteur de la santé et des services sociaux and the Fédération de la santé et des services sociaux – CSN (FSSS-CSN), as well as representatives from the institution concerned, meet with a view to including the institution on the list in clause 4.01.

APPENDIX U

SPECIAL CONDITIONS FOR CONTRIBUTIONS TECHNICIANS AND SOCIAL AIDES

1.01 An employee with the job title of social aide is paid according to the echelon for their job title corresponding to their years of experience in the same or a comparable job title, taking into consideration any valid experience acquired in another job, as the case may be, and taking into account the provisions of clauses 1.02 and 1.03, if applicable.

Despite the preceding paragraph, employees who are currently working for the employer and those hired subsequently cannot be credited with experience acquired in 1983 for the purpose of integration into the pay scale.

1.02 The first echelon of the social aide job title corresponds to eleven (11) years of education. One additional echelon is granted for each additional year of education, up to a maximum of two (2) additional echelons.

1.03 A social aide who is registered in a CEGEP course in social work techniques recognized by the Ministère de l'Éducation et de l'Enseignement supérieur is entitled to an additional echelon on the pay scale for their job.

1.04 A social aide who obtains the diploma of social work or social assistance technician is integrated into the pay scale for social work technicians at the echelon corresponding to the rate of pay immediately higher than the rate of pay they were receiving or, if it is more advantageous for the employee, the echelon corresponding to their years of experience in accordance with the provisions of clause 1.01, except as regards the application of clauses 1.02 and 1.03.

1.05 An employee working as a social aide maintains their years of experience already recognized by the employer as a vested right. Thus, years of experience already recognized for an employee cannot be revoked for any reason.

1.06 If the number of echelons on the pay scale allows it, each time an employee completes one year of service in their job title, they advance to the next higher echelon.

For the purpose of applying the preceding paragraph, each day of work by a part-time employee represents 1/225th of a year of experience. However, for an employee who is entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual leave, each day of work equals 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th of a year of experience respectively.

However, any year or fraction of a year of service acquired, as well as days of work acquired in1983 are not credited for the purpose of determining the date of an employee's echelon advancement.

1.07 Each time a social aide or a contributions technician taking courses in social work, sociology, criminology, psychology or sex therapy successfully completes thirty (30) credits of their program of studies, they obtain two (2) additional echelons in their job title.

APPENDIX V

SPECIAL CONDITIONS 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 care class of personnel, with the exception of employees who hold the job title of nursing extern, respiratory therapy extern or candidate for admission to the practice of the nursing 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 incumbency process.

This agreement only applies to groups of job titles that have twenty (20) or fewer employees calculated in full-time equivalents (ETCs). The groups are as follows:

- nursing job titles;
- nursing assistant job titles;
- respiratory therapist job titles;
- clinical perfusionist.

An agreement aimed at waiving the incumbency process agreed upon pursuant to the 2006-2010 collective agreement continues to apply, providing that there are still twenty (20) or fewer equivalent to full-time employees (ETCs) in the above-mentioned groups of job titles. If the number of employees grows to more than twenty (20) in one of the groups of job titles, the agreement lapses.

1.02 An employee who meets one of the following criteria may be exempted from the provisions of this appendix:

- holds a position corresponding to the terms of this appendix in another institution in the health and social services sector;
- has a teaching load in a recognized educational institution;
- is fifty-five (55) years of age or older;
- is taking full-time studies at a recognized educational institution in a discipline that is the same as or related to the discipline stated in their job description.

The parties may agree in local arrangements to add other criteria for waiving the provisions of this appendix and stipulate the terms and conditions applicable to employees concerned by these criteria.

Article 2

2.01 (This clause replaces clause 1.03 of the collective agreement.)

Part-time employee:

“Part-time employee” means any employee who works fewer hours than the number provided by their job title. However, a part-time employee holds a position that involves at least fourteen (14) shifts of

work per period of twenty-eight (28) days.[1] An employee who works the total number of hours provided for their job title on an exceptional basis continues to have part-time employee status.

2.02 (This clause replaces the first (1st) paragraph of clause 15.02 of the collective agreement.)

An employee with less than two (2) years of seniority who is laid off is entitled to employment priority in the health and social services sector. Their name is put on the list of the Service national de main-d'oeuvre (SNMO – national workforce service) and they are reassigned in accordance with the procedures set out in this article.

2.03 An employee with job security who refuses a position or retraining without a valid reason is deemed to have resigned.

2.04 An employee covered by a special measure provided for in Article 14 of the collective agreement who refuses to choose a position through the bumping procedure or otherwise, or who refuses to be transferred, is deemed to have resigned.

2.05 (This clause replaces the provisions on the concept of available position in clause 15.05 of this collective agreement.)

For the purpose of applying this article, a full-time or part-time position is deemed to be available when there are no applicants for the position or when none of the applicants meets the normal requirements of the job in accordance with the provisions on voluntary transfers, or when in accordance with the provisions on voluntary transfers, the position should be awarded to a part-time employee who has less seniority than an employee covered by clause 15.03 and registered with the SNMO.

An institution may not hire a part-time employee with less seniority than an employee covered by clause 15.03 who is registered with the SNMO, or hire an outside candidate for an available full-time or part-time position as long as employees covered by clause 15.03 who are registered with the SNMO can meet the normal requirements of the position.

2.06 The last paragraph of clause 22.18 and the last two (2) paragraphs of clauses 22.29A and 25.09 do not apply to employees covered by this appendix.

1. The employer has six (6) months from the date the collective agreement comes into force to upgrade the positions of part-time employees from a minimum of eight (8) shifts per period of twenty-eight (28) days to a minimum of fourteen (14) shifts per period of twenty-eight (28) days, as stipulated in section III of Letter of Agreement no. 35.

APPENDIX W

SPECIAL CONDITIONS FOR MEDICAL TECHNOLOGY EXTERNS

ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, and with the exception of Article 18, the provisions of the collective agreement apply to medical technology externs during their employment, as provided in regulations.

ARTICLE 2 PROBATION PERIOD

A medical technology extern who is rehired or integrated in a medical technologist job title after their externship undergoes another probation period.

ARTICLE 3 SENIORITY

Despite the provisions of the second (2nd) paragraph of clause 12.11 of the collective agreement, an employee's seniority as a medical technology extern is recognized and accumulated if they are hired by the same institution as a medical technologist or graduate medical laboratory technician within six (6) months of completing their studies.

ARTICLE 4 LIFE, HEALTH AND DISABILITY INSURANCE PLAN

The employee is not covered by the life, health and disability insurance plan and receives the same benefits as a part-time employee not covered by the plan.

APPENDIX X

SPECIAL CONDITIONS FOR NURSING AND RESPIRATORY THERAPY EXTERNS

ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, and with the exception of Article 18, the provisions of the collective agreement apply to nursing care or respiratory therapy externs during their employment, as provided in regulations.

ARTICLE 2 PROBATION PERIOD

A nursing or respiratory therapy extern who is rehired or integrated in the job title of candidate for admission to the practice of the nursing profession or of cardio-respiratory care therapist after completing their externship undergoes another probation period.

ARTICLE 3 SENIORITY

Despite the provisions of the second (2nd) paragraph of clause 12.11 of the collective agreement, an employee's seniority as a nursing or respiratory therapy extern is recognized and accumulated if they are hired by the same institution as a candidate for admission to the practice of the nursing profession or as a cardio-respiratory therapist within six (6) months of completing their studies.

ARTICLE 4 LIFE, HEALTH AND DISABILITY INSURANCE PLAN

The employee is not covered by the life, health and disability insurance plan and receives the same benefits as a part-time employee not covered by the plan.

APPENDIX Y

ATYPICAL SCHEDULES

Local parties may, by agreement, establish atypical schedules that have more hours per day than the regular day of work without, however, exceeding twelve (12) hours of work.

Employees on an atypical schedule may not under any circumstances receive benefits that are more advantageous than those of employees on regular schedules.

Terms and conditions

The following provisions are aimed at adapting the corresponding national provisions in the collective agreement.

1. Statutory holidays

On July 1 of each year, statutory holidays are converted into hours using the following formula:

$$\left(\frac{\text{Number of hours per regular week of work stipulated for a full-time position}}{\text{5 days}} \right) \times \text{13 statutory holidays}$$

If an employee goes onto an atypical schedule after July 1, the number of hours obtained by using the formula above is reduced by the number of hours equal to the statutory holidays already taken since that date.

For an absence during which statutory holidays are not accumulated, the number of hours calculated using the formula is reduced by the number of hours equal to one (1) regular day of work multiplied by the number of statutory holidays that occur during the absence.

When a statutory holiday is taken, the employee is paid in accordance with the number of hours scheduled for the day of work on the atypical schedule, and the number of hours calculated using the formula is reduced by the number of hours thus paid.

When a statutory holiday coincides with sick leave of no more than twelve (12) months, the employee is paid in accordance with the provisions of clause 20.04, and the number of hours calculated using the formula is reduced by a number of hours equal to one (1) regular day of work.

For full-time employees, the employer withholds enough hours to pay the National Holiday as a statutory holiday.

2. Other leave or time off

The days of leave or time off listed below are converted into hours using the following formula:

$$\left(\frac{\text{Number of hours per regular work week stipulated for a full-time position}}{\text{5 days}}\right) \times \left(\text{Number of days stipulated in the collective agreement for the time off in question} - \text{Number of days of time off already used}\right)$$

The time off covered here includes:

- annual vacation leave;
- floating days off;
- the bank of sick leave;
- some leave under parental rights:
  - special leave (clause 22.20);
  - paternity leave (clause 22.21);
  - adoption leave (clause 22.22).

When the leave or time off is taken, the employee is paid in accordance with the number of hours scheduled for the day of work on the atypical schedule, and the number of hours calculated using the formula is reduced by the number of hours thus paid.

3. Leave for union work

When the number of hours of leave for union work exceeds the number of hours in the regular work week provided for a full-time position divided into five (5) days, the bank of leave for union work is reduced by the equivalent in days, using the following formula:

$$\text{Number of hours of leave for union work on the day of the atypical schedule} \div \left(\frac{\text{Number of hours in the regular work week for a full-time position}}{\text{5 days}}\right)$$

4. Disability insurance

The waiting period equals the number of hours provided for the regular work week.

5. Premiums payable per shift of work

The premiums payable per shift of work 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 five (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 period

When an employee's work schedule provides for a day of between eight (8) and twelve (12) hours inclusively, the employee is entitled to a prorated number of minutes of rest, based on the employee being entitled to thirty (30) minutes of rest per eight (8)-hour day. These minutes of rest are divided into at least two (2) periods of rest.

8. Calculation of minimum availability for enhanced evening and night shift premiums, enhanced critical care premiums and enhanced specific critical care premiums

For the purpose of calculating the minimum availability of sixteen (16) days per twenty-eight (28) days for the enhanced evening and night shift premiums, enhanced critical care premiums and enhanced specific critical care premiums, the number of hours of availability offered and honoured by an employee including the hours of their position during the twenty-eight (28)-day period is divided by the number of hours provided for a shift of work in a 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 an employee working on a replacement assignment is the one provided on the new schedule. The regular work week for a full-time employee or an employee replacing them fully is the one provided on the new schedule. For an employee who does replacement work on two (2) kinds of schedules, the regular work week is the one regularly scheduled for the job title.

An employee on overtime cannot work more than four (4) hours following a twelve (12)-hour shift.

10. Accumulation of experience by a part-time employee

When the number of hours of work differs from the number provided for a regular day of work for the job title, a day of experience on an atypical schedule is calculated in accordance with the hours worked compared to the number of hours in a regular day. An employee cannot, however, accumulate more than one (1) year of experience per calendar year.

11. Payment of hours that are not used

Within one (1) month of the end of the period provided for taking the time off in question under the collective agreement, an employee who has not used all the hours of time off converted under this appendix is paid for unused hours that do not allow for one (1) full day off with pay.

APPENDIX Z

SPECIAL CONDITIONS FOR EMPLOYEES OF THE HÔPITAL RIVIÈRE-DES-PRAIRIES[1]

ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to assistant stationary engineers, stationary engineers and refrigeration machinery mechanics who work in their trade and are employees within the meaning of clause 1.01 of the collective agreement.

ARTICLE 2 FLOATING DAYS OFF

2.01 On July 1 of each year, a full-time employee covered by this appendix is entitled to one half (1/2) day off for each month worked, up to a maximum of five (5) days per year.

For an employee who begins working in psychiatry after July 1, this accumulation is divided in two (2) and is credited on January 1 and July 1.

For calculation purposes, an employee concerned who begins working between the first (1st) and the fifteenth (15th) day of the month inclusively is deemed to have worked one (1) full month.

2.02 An employee who leaves their assignment in a psychiatric setting is paid for all days off thus acquired but not taken, in accordance with the allowance they would receive if they took the days off at that time.

2.03 A part-time employee is not entitled to these floating days off and instead receives monetary compensation equal to 2.2% of:

- pay, supplements and premiums,[2] paid with each pay cheque;
- the pay that they would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment, paid with each pay cheque;
- - the basic pay used to establish maternity, paternity, adoption or protective leave allowances, paid with each pay cheque.

2.04 An employee who, on the date the collective agreement comes into force, received the premium for having taken the orientation course on dealing with psychiatric users continues to receive this weekly premium as an acquired privilege. The weekly premium is as follows:

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1 Of the Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal.

2 Weekend, evening and night shift, enhanced evening and night shift and shift rotation premiums are not taken into account.

- exam passed:

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

- exam failed:

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

APPENDIX AA

REGARDING SPECIAL CONDITIONS FOR CERTAIN EMPLOYEES IN THE CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS COVERED BY THE INCUMBENCY PROCESS

ARTICLE 1 SCOPE

The provisions of this appendix apply to employees in the class of health and social services technicians and professionals in the following job titles, with the exception of those covered by Letter of Agreement no. 64:

- human relations officer (1553);
- educator (2691);
- psycho-educator (1652);
- psychologist (1546);
- specialized education technician (2686);
- job titles working in laboratory activity centres;
- job titles working in the electro-physiology activity centre;
- job titles working in medical imaging activity centres (radiology, nuclear medicine and radiation oncology);
- social worker (1550).

These provisions do not apply to job titles that have twenty (20) or fewer full-time equivalents (ETCs) in one bargaining unit.

An employee who meets one of the following criteria may be exempted from the provisions of this appendix:

- is taking full-time studies at a recognized educational institution in a discipline that is the same as or related to the discipline stated in their job description.

- holds a position in another institution in the health and social services sector;

- has a teaching load in a recognized educational institution;

- is fifty-five (55) years of age or older;

- holds a position in the education system.

The parties may agree in local arrangements to add other criteria for waiving the provisions of this appendix and stipulate the terms and conditions applicable to employees concerned by these criteria.

ARTICLE 2 PART-TIME EMPLOYEES

2.01 (This clause replaces clause 1.03 of the collective agreement.)

“Part-time employee” means any employee who works fewer hours than the number provided by their job title. However, a part-time employee holds a position that involves at least twelve (12) shifts of work

per period of twenty-eight (28) days. An employee who works the total number of hours provided for their job title on an exceptional basis continues to have part-time employee status.

ARTICLE 3 INCUMBENCY PROCESS

3.01 The employer has twelve (12) months from the date the collective agreement comes into force to proceed with incumbency for employees covered by Article 1 of this appendix.

Part-time employees whose position involves fewer than twelve (12) shifts of work per period of twenty-eight (28) days has their position increased to that number, subject to the exclusions stipulated in Article 1 of this appendix.

To carry out the incumbency process, the local parties must agree on terms and conditions that provide the staff needed to deliver care and services in a way that is balanced between the various services.

3.02 Twelve (12) months after the date the collective agreement comes into force, employees who refuse incumbency or to apply for a position are deemed to have resigned.

3.03 If the employee is not able to obtain a position following the incumbency process and there are still vacant positions for which the employee meets the normal requirements of the job, the employee is deemed to have applied for those positions. If they refuse such a position, they are deemed to have resigned.

APPENDIX BB

SPECIAL CONDITIONS FOR INTERVENTION OFFICER JOB TITLES

A meal is provided free of charge to an employee in any of the following job titles who, in the performance of their duties, is required to have their meal with the users:

- intervention officer (3545);
- intervention officer team leader (3555);
- medico-legal intervention officer (3544);
- medico-legal intervention officer team leader (3554);
- psychiatric intervention officer (3543);
- psychiatric intervention officer team leader (3553).

APPENDIX CC

PAY STRUCTURE, RATES AND SCALES AS OF APRIL 1, 2022 FOR THE HEALTH AND SOCIAL SERVICES SECTOR

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:

- The rates of pay take into account the increases in the general parameters of raises in pay provided for in clause 8.33 of the collective agreement.
- Echelons in rankings 1 to 18 are annual echelons.
- Starting with ranking 19, echelons 1 to 8 are semi-annual, and 9 to 18 are annual.
- Flat rates are calculated on the basis of earnings over a 33-year career.

APPENDIX DD

JOB TITLE RANKINGS

JOB TITLE RANKINGS

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	5324	Buyer	9	
3	5313	Executive assistant	11	
3	5320	Assistant, university teaching	11	
3	5312	Administrative officer, Class 1 – administrative sector	9	
3	5311	Administrative officer, Class 1 – secretarial sector	9	
3	5315	Administrative officer, Class 2 – administrative sector	8	
3	5314	Administrative officer, Class 2 – secretarial sector	8	
3	5317	Administrative officer, Class 3 – administrative sector	6	
3	5316	Administrative officer, Class 3 – secretarial sector	6	
3	5319	Administrative officer, Class 4 – administrative sector	4	
3	5318	Administrative officer, Class 4 – secretarial sector	4	
3	1104	Purchasing officer	20	
3	1533	Training officer	21	
3	1534	Hearing impairment training officer	22	
3	1101	Personnel officer	21	
3	1105	Finance officer	20	
3	1559	Behavioural officer	22	
3	1565	Planning, programming and research officer	22	
3	1553	Human relations officer	22	
3	1244	Information officer	20	
3	2688-1	Integration officer	16	
3	2688-2	Integration officer	16	
3	3545	Intervention officer	8	
3	3555	Intervention officer team leader[3]	9	
3	3544	Medico-legal intervention officer	8	
3	3554	Medico-legal intervention officer team leader[3]	9	
3	3543	Psychiatric intervention officer	8	

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	3553	Psychiatric intervention officer team leader[3]	9	
3	1651	Educational techniques officer	20	
3	3244	Service aide	3	X
3	6414	General aide	3	X
3	6415	General aide in a northern institution	6	X
3	2588	Social aide	14	
3	6299	Cook’s helper	4	X
3	6387	Assistant stationary engineer	4	X
3	1123	Computer analyst	21	
3	1124	Specialized computer analyst	23	
3	2251	Medical records archivist	15	
3	2282	Medical records archivist (team leader)	17	
3	5187	Research assistant	9	
3	2203	Pathology assistant	15	
3	3462	Rehabilitation assistant	9	
3	3205	Laboratory or radiology technical assistant	5	
3	3201	Health care technical assistant	5	
3	3218	Dental technical assistant	6	
3	3212	Pharmacy technical assistant	6	
3	3215	Senior pharmacy technical assistant	9	
3	2234	Assistant head (laboratory)	18	
3	2242	Assistant head of archives	17	
3	2248	Assistant head respiratory therapist	20	
3	1236	Assistant head physiotherapist	25	
3	2240	Assistant head dietetics technician	16	
3	2236	Assistant head medical electro-physiology technologist	17	
3	2219	Assistant head radiology technologist	19	
3	2489	Assistant head nurse, assistant to the immediate superior	21	
3	1254	Audiologist	23	
3	1204	Audiologist / Speech therapist	23	
3	3588	Health and social services aide	9	X
3	5289	Library assistant	7	

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	1114	Lawyer	-	
3	1200	Bacteriologist	22	
3	1206	Librarian	21	
3	1202	Biochemist	22	
3	6303	Butcher	7	X
3	3485	Stretcher bearer	4	
3	6320	Laundryman	4	X
3	6312	Cafeteria cashier	3	X
3	6395	Pipe and boiler insulator	6	X
3	2290	Transfusion safety clinical officer	19	
3	2466	Pre-hospital emergency services quality assurance and training officer	17	
3	2247	Clinical instructor (respiratory therapy)	19	
3	1234	Clinical lecturer (physiotherapy)	24	
3	2106	Production agent	10	
3	2291	Transfusion safety technical officer	19	
3	2699	Head of module	18	
3	6340	Hairdresser	5	X
3	5323	Unit supervisor clerk (Institut Pinel)	8	
3	6336	Driver	6	X
3	6355	Heavy vehicle driver	6	X
3	1106	Institutional counsellor	-	
3	1701	Guidance counsellor	21	
3	1703	Adapted work counsellor	20	
3	1115	Building counsellor	24	
3	1543	Counsellor for maladjusted children	22	
3	1538	Ethics advisor	22	
3	1539	Genetics counsellor	23	
3	1121	Health promotion counsellor	20	
3	1913	Care counsellor nurse	23	
3	2246	Technical co-ordinator (respiratory therapy)	19	
3	2227	Technical co-ordinator (laboratory)	17	
3	2213	Technical co-ordinator (radiology)	18	

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	2276	Technical co-ordinator (medical electro-physiology)	16	
3	2277	Technical co-ordinator (biomedical engineering)	17	
3	6374	Shoemaker	4	X
3	6327	Seamstress / Tailor	4	X
3	1544	Criminologist	22	
3	6301	Cook	10	X
3	2271	Cytologist	16	
3	6409	Draftsperson	7	
3	1219	Dietitian / Nutritionist	22	
3	6365	Cabinetmaker	10	X
3	2691-1	Educator	16	
3	2691-2	Educator	16	
3	1228	Physical educator / Kinesiologist	20	
3	6354	Electrician	10	X
3	6423	Electro-mechanic	11	
3	6370	Electronics technician	9	X
3	1230	Occupational therapist	23	
3	6369	Tinsmith	10	X
3	6438	Guard	4	
3	6349	Residence guard	6	X
3	1540	Genagogist	20	
3	2261	Dental hygienist	16	
3	1702	Occupational hygienist	20	
3	2253	Medical illustrator	12	
3	2471	Nurse	19	
3	2473	Nurse (Institut Pinel)	19	
3	3455	Nursing assistant	14	
3	3445	Nursing assistant team leader	15	
3	2459	Nurse team leader	20	
3	1911	Nurse clinician	22	
3	1907	Nurse clinician (Institut Pinel)	22	
3	1912	Nurse clinician assistant head nurse / nurse clinician assistant to the immediate superior	24	

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	1917	Nurse clinician specialist	24	
3	2491	Outpost/dispensary nurse	22	
3	2462	Nurse instructor	19	
3	1915	Specialty nurse practitioner[4]	28	
3	1916	Nurse surgical first assistant	24	
3	1205	Biomedical engineer	23	
3	2244	Respiratory therapist	18	
3	2232	Clinical instructor (laboratory)	17	
3	2214	Clinical instructor (radiology)	18	
3	3585	Industrial workshop instructor	8	X
3	3598	Handicrafts or occupational therapy instructor	8	
3	1552	Pastoral care worker	20	
3	6500	Specialized pacification and security worker (Institut Pinel)	10	
3	1660	Childcare worker	20	
3	6363	Labourer	4	X
3	6353	Machinist / Millwright	11	X
3	5141	Storekeeper	7	
3	6356	Master electrician	12	X
3	6366	Refrigeration machinery master mechanic	11	X
3	6357	Master plumber	10	X
3	6380	Garage mechanic	9	X
3	6383-2	Stationary engineer	10	X
3	6383-3	Stationary engineer	9	X
3	6383-4	Stationary engineer	9	X
3	6352	Refrigeration machinery mechanic	11	X
3	6360	Millwright (Maintenance mechanic)	10	X
3	3262	Orthosis and/or prosthesis mechanic	10	
3	6364	Carpenter	9	X
3	3687	Education instructor	8	
3	3699	Recreation monitor	7	
3	6407	Drycleaner	4	X
3	5119	Offset duplicator operator	6	

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	5108	Data processing operator, Class I	8	
3	5111	Data processing operator, Class II	5	
3	5130	Braille production system operator	5	
3	2363	Dispensing optician	14	
3	1551	Community organizer	22	
3	1656	Remedial teacher	22	
3	1255	Speech therapist	23	
3	2259	Orthoptist	17	
3	6373	Maintenance worker	6	X
3	6388	General handyman	9	X
3	6302	Baker or pastry cook	7	X
3	6362	Painter	6	X
3	2287	Clinical perfusionist	23	
3	2254	Medical photographer	12	
3	1233	Physiotherapist	23	
3	6368	Plasterer	5	X
3	6359	Plumber and/or pipefitter	10	X
3	6344	Porter	3	X
3	6341	Door attendant	1	X
3	3459	Beneficiary attendant (“A” certification)[3]	-	
3	6398	Laundry attendant	3	X
3	3259	Message centre attendant	3	
3	6262	Painting and maintenance attendant	6	X
3	3251	Reception attendant	5	
3	3245	Audio-visual attendant	3	
3	6335	Housekeeping attendant (light work)	3	X
3	6334	Housekeeping attendant (heavy work)	3	X
3	3685	Unit and/or pavilion attendant	6	X
3	3467	Therapeutic materials and equipment attendant	7	
3	6386	Food service attendant	3	X
3	3204	Transport attendant	3	
3	6418	Transport attendant for physically handicapped users	5	X

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	6347	Elevator attendant	2	X
3	3203	Autopsy attendant	6	
3	3480	Beneficiary attendant	9	X
3	3477	Beneficiary attendant team leader[3]	10	X
3	5117	Storeroom attendant	4	
3	3241	Animal attendant	4	
3	3505	Attendant in a northern institution	9	X
3	3208	Ophthalmology attendant	6	
3	3247	Orthopaedic attendant	7	
3	3223	Physiotherapy and/or occupational therapy attendant	7	
3	3481	Medical device reprocessing attendant	6	
3	3449	Operating room attendant	6	
3	3229	Senior orthopaedic attendant	8	
3	6325	Presser	3	X
3	1652	Psychoeducator	22	
3	1546	Psychologist	24	
3	2273	Psychotechnician	13	
3	3461	Child nurse / baby nurse	12	
3	1658	Recreologist	20	
3	6382	Upholsterer	7	X
3	2694-1	Living and/or rehabilitation unit supervisor	18	
3	1570	Case reviewer	23	
3	5321	Legal secretary	8	
3	5322	Medical secretary	8	
3	6367	Locksmith	8	X
3	1572	Sexologist	22	
3	1573	Clinical sexologist	23	
3	1554	Sociologist	19	
3	2697	Sociotherapist (Institut Pinel)	17	
3	6361	Welder	10	X
3	1291	Clinical specialist in laboratory medicine	28	
3	1407	Clinical activities specialist	22	

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	1661	Audio-visual specialist	21	
3	1521	Care assessment specialist	22	
3	1557	Orientation and mobility specialist	21	
3	1109	Administrative processes specialist	-	
3	1560	Rehabilitation specialist for the visually impaired	21	
3	1207	Biological and health physics science specialist	23	
3	6422	Institutional guard	8	
3	3679	Lifeguard	6	X
3	2102	Contributions technician	14	
3	3224	Class “B” technician	9	
3	2360	Braille technician	12	
3	2224	Graduate medical laboratory technician	16	
3	2262	Dental prosthesis and appliance technologist	14	
3	2696	Recreation therapy technician	13	
3	2101	Administration technician	14	
3	6317-1	Food technician	9	
3	6317-2	Food technician	9	
3	2333	Graphics arts technician	12	
3	2258	Audiovisual technician	12	
3	2374	Building technician	15	
3	2275	Communications technician	12	
3	2284	Clinical cytogenetics technician	16	
3	2257	Dietetics technician	14	
3	2356	Documentation technician	13	
3	2686	Special education technician	16	
3	2370	Industrial electricity technician	13	
3	2381	Electrodynamics technician	13	
3	2241	Electro-encephalography technician (EEG)	14	
3	2371	Electro-mechanics technician	13	
3	2369	Electronics technician	14	
3	2377	Mechanical fabrication technician	12	
3	2367	Biomedical engineering technician	15	

Sector[1]	Job title #	Job title	Ranking[2]	Flat rate
3	2285	Gerontology technician	13	
3	2280	Horticulture technician	13	
3	2702	Industrial hygiene technician	16	
3	2123	Computer technician	14	
3	2379	Instrumentation and control technician	14	
3	2362	Orthotics-prosthetics technician	15	
3	2270	Cardio-respiratory physiology therapist	14	
3	2368	Prevention technician	13	
3	2584	Social research technician	13	
3	2586	Social work technician	16	
3	2112	Paralegal[3]	14	
3	2124	Specialized computer technician	16	
3	2278	Hemodynamics technologist	16	
3	2223	Medical technologist	16	
3	2286	Medical electro-physiology technologist	15	
3	2208	Medical imaging technologist in the field of nuclear medicine	16	
3	2205	Medical imaging technologist in the field of diagnostic radiology	16	
3	2222	Radiology technologist (Digital imaging and information system)	17	
3	2207	Radiation oncology technologist	16	
3	2217	Independent sonographer	18	
3	2212	Specialized medical imaging technologist	17	
3	2218	Specialized radiation oncology technologist	17	
3	2295	Physiotherapy technologist	16	
3	1258	Art therapist	22	
3	1241	Translator	19	
3	2375	Community worker	16	
3	3465	Neighbourhood or sector worker	9	
3	1550	Social worker	22	

Notes:

(1) Sector 3: Health and social services.
(2) The rankings of job titles in this appendix are those observed on the date the agreement is signed, without admissions on the part of the union party.
(3) For the dates job titles are created or abolished, as the case may be, refer to the collective agreement.
(4) Ranking 28 applies as of January 25, 2021.

APPENDIX EE

TIED JOBS, 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 a refresher period	1	3-2471	90.0
2490	Candidate for admission to the practice of the nursing profession	1	3-2471	91.0
3456	Candidate for admission to the practice of the nursing assistant profession	1	3-3455	91.0
3529	Nursing assistant on a 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	Trades apprentice, echelon 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
6375	Trades apprentice, echelon 2	1		75.0
6375	Trades apprentice, echelon 3	1		77.5
6375	Trades apprentice, echelon 4	1		80.0

PART III

ATTACHMENT

ATTACHMENT NO. 1

The provisions of Article 30 (Health and Safety) replace the provisions of chapter IV of the Act respecting occupational health and safety (CQLR c S-2.1) unless the local parties agree otherwise.

PART IV

LETTERS OF AGREEMENT

LETTER OF AGREEMENT 1

REGARDING THE NUMBER OF CHILD NURSES/BABY NURSES AND NURSING ASSISTANTS TO BE REGISTERED WITH THE SNMO

The parties agree as follows:

1- that the number of child nurses/baby nurses and nursing assistants who benefit from job security and are registered with the SNMO does not exceed sixty-three (63);

2- that this ceiling remains in force for the life of this collective agreement;

3- that no employer may carry out layoffs that could lead to the registration of child nurses/baby nurses or nursing assistants benefiting from job security on the SNMO list if the ceiling of sixty-three (63) has already been reached;

4- if the number of child nurses/baby nurses and nursing assistants benefiting from job security and registered on the SNMO list is less than sixty-three (63), the parity committee on job security verifies whether the new registrations increase their number to more than sixty-three (63).

LETTER OF AGREEMENT 2

REGARDING THE ADDITION OF STAFF IN THE CLASS OF OFFICE PERSONNEL AND ADMINISTRATIVE TECHNICIANS AND PROFESSIONALS IN EMERGENCY SERVICES

CONSIDERING that the parties want to support the 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 equivalent positions is gradually added for the entire health and social services system to increase staffing levels in the class of office personnel and administrative technicians and professionals working in emergency services.

The plan for distributing the additional staff among the various institutions in the health and social services system will be sent to the FSSS-CSN as soon as possible. The distribution plan is subject to change, however, and the FSSS-CSN will be informed of any changes in advance.

LETTER OF AGREEMENT 3

REGARDING RECOGNITION OF ADDITIONAL EDUCATION IN THE FRAMEWORK OF THE MASTER OF SOCIAL WORK PROGRAM AT UNIVERSITÉ LAVAL

In the framework of the provisions concerning the recognition of additional education for professionals, an employee who successfully completes twenty-seven (27) credits' worth of theoretical courses in the Master of Social Work program at Université Laval is entitled to the provisions of Article 5 of Appendix G as if they had successfully completed thirty (30) credits, providing the Ministère de l'Éducation et de l'Enseignement supérieur recognizes the employee's studies as being the equivalent of one year of study.

LETTER OF AGREEMENT 4

REGARDING THE DEINSTITUTIONALIZATION OF PERSONS WITH AN INTELLECTUAL IMPAIRMENT OR MENTAL PROBLEMS

ARTICLE 1 PURPOSE

1.01 This letter of agreement is concluded for the purpose of specifying the conditions applicable to employees affected by deinstitutionalization.

1.02 It applies when positions are abolished or when employees who hold positions are transferred as a direct or indirect result of some or all of the users being discharged from an institution.

1.03 It also applies to employees who hold a position in a living unit or a department covered by the preceding paragraph when other measures are taken concurrently with the effect of abolishing positions or causing the transfer of employees.

1.04 If a residential facility created in the framework of deinstitutionalization is closed partly or completely, this agreement also applies to the employees if the closing is the result of a second deinstitutionalization, as defined in this article.

1.05 The collective agreement continues to apply, subject to the following provisions.

ARTICLE 2 NEEDS ASSESSMENT

2.01 The parties agree that one or more multidisciplinary teams composed in part of the workers directly involved with users is set up for each living unit and/or department, etc.

2.02 The team assesses needs, develops the intervention plan required for each user and, if applicable, recommends the kind of residential facility appropriate for each of them.

2.03 The employer promises to take the recommendations of the multidisciplinary team into account.

ARTICLE 3 EMPLOYMENT

3.01 The provisions of this article are in addition to those already provided by the collective agreement and apply to all employees who hold positions, regardless of their seniority.

3.02 Employees are covered by one or another of the clauses in Article 14, with the exception of 14.18, and are entitled to the related provisions.

3.03 Employees who do not have a job after the bumping procedure have their name registered on the replacement team.

3.04 The provisions set out in clause 15.01 and the provisions on the maintenance of benefits under clause 15.03, as well as the provisions of clause 15.05 on the reassignment procedure within the institution, apply to these employees.

3.05 In such cases, the employer may offer them an updating or retraining program for the purpose of facilitating their reassignment to a position that eventually becomes available in the institution or,

following agreement between the local parties, in another institution, as the case may be; in the latter case, reassigned employees carries all the rights conferred by this collective agreement with them to the new employer.

3.06 Employees covered by the preceding clauses who have valid reasons for doing so may refuse to take part in any retraining program necessary to perform the duties assigned to them. If they do not have a valid reason, they are deemed to belong to the institution's recall list.

3.07 These updating or retraining programs are free of charge for the employees affected and they continue to receive remuneration equal to what they would receive if they were at work.

ARTICLE 4 PROVISIONS ON APPLICATION

4.01 The employer and employees who have not been reassigned in accordance with the provisions of Article 3 may agree on special arrangements, such as severance pay, early retirement, etc. Such arrangements are valid once they have been approved by the union in writing.

4.02 In the context of the application of this letter of agreement, employees transferred outside a fifty (50)-kilometre radius are entitled to a mobility premium equal to three (3) months of pay, plus reimbursement of moving expenses as provided by the collective agreement.

To be entitled to such reimbursements, the move must take place within a maximum of six (6) months of when the employee takes up their new duties.

4.03 Any disagreement over the application of this letter of agreement is subject to the arbitration procedure provided by the collective agreement.

In the event, however, of a disagreement over the application of Article 2, the local parties agree to submit the case to an arbitrator within ten (10) days of the employer's decision on the individualized plan of services. The arbitrator has five (5) days from when the grievance is filed to render a decision.

The arbitrator's role with respect to Article 2 consists of verifying whether the consultation process provided by this article has been carried out in a valid way. The arbitrator may not examine or consider individualized plans of services or intervention plans.

If the arbitrator deems that the consultation process was not carried out in a valid way, they order the employer to meet with the multidisciplinary team and receive the team's recommendations.

The time limits provided in this section are mandatory and are part of the process leading to the discharge of the user.

Designation of arbitrators to hear a disagreement concerning Article 2:

Within forty-five (45) days of when the collective agreement comes into force, the local parties agree to designate one or more persons who may eventually be called upon to hear a grievance or grievances on Article 2.

If the parties do not agree on the choice of these persons, or if one or more of the designated persons is not available to hear a grievance within the prescribed period of time, the local parties resort to the services of the first person available on the following list:

WESTERN REGION[1]	**EASTERN REGION**[2]
HAMELIN, François	CÔTÉ, Gabriel M.
MARTIN, Claude	GAGNON, Huguette
	MÉNARD, JEAN
	MORIN, Marcel

4.04 Grievances filed with respect to the application of this letter of agreement are treated as priority grievances within the meaning of clause 11.33 of the collective agreement.

1 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 the James Bay Cree Territory.

2 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.

LETTER OF AGREEMENT 5

BINDING THE SYNDICAT DES EMPLOYÉS DU CENTRE HOSPITALIER RÉGIONAL LANAUDIÈRE AND THE CENTRE HOSPITALIER RÉGIONAL DE LANAUDIÈRE

1- Employees holding positions employed by the Centre hospitalier régional de Lanaudière[1] on January 1, 1981 who benefited on that date from the premium provided in clause 2.01 and from the floating days off provided in Article 4 of Appendix A continue to benefit from them from that date on until they obtain another position as a result of the application of provisions on voluntary transfers.

2- Employees registered on the recall list as of January 1, 1981 who benefited on that date from the monetary compensation provided in clause 4.03 and/or the premium provided in clause 2.01 of Appendix A are entitled to payment of this benefit from that date on until they obtain a position as a result of the application provisions on voluntary transfers.

3- Employees who obtain a position leading to the application of Article 5 of Appendix A are not covered by the preceding clauses.

[1] Of the Centre intégré de santé et de services sociaux de Lanaudière.

LETTER OF AGREEMENT 6

BINDING THE SYNDICAT DU CENTRE HOSPITALIER DE CHARLEVOIX ET DU CENTRE D'ACCUEIL ET D'HÉBERGEMENT PIERRE DUPRÉ (CSN) AND THE CENTRE HOSPITALIER DE CHARLEVOIX

1- Employees employed by the Centre Hospitalier de Charlevoix[1] on the date this collective agreement comes into force who are entitled to the weekly premium because they have taken the orientation course on dealing with psychiatric users or equivalent courses as provided in Article 2 of Appendix A continue to be entitled to the premium for as long as they continue to be employed by the institution.

Furthermore, for the benefit of interested employees who are employed by the institution on the date the collective agreement comes into force, the employer continues to offer orientation courses on dealing with psychiatric users in accordance with the conditions provided in Article 2 of Appendix A.

2- Employees employed by the Centre Hospitalier de Charlevoix on the date the collective agreement comes into force who are entitled to the psychiatry premium provided in Article 3 of Appendix A continue to be entitled to it for as long as they work in units other than short-term general care units in one of the following job titles:

- beneficiary attendant (3480);
- educator (2691);
- head of module (2699);
- education instructor (3687);
- rehabilitation assistant (3462);
- child nurse/baby nurse (3461);
- specialized education technician (2686).

3- Employees employed by the Centre Hospitalier de Charlevoix before July 1, 1991 continue to be entitled to the provisions of Article 4 of Appendix A for as long as they are employed by the institution.

[1] Of the Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale.

LETTER OF AGREEMENT 7

REGARDING THE COMMITTEE ON THE WORK FORCE IN MEDICAL TECHNOLOGY

The national parties agree to establish a committee on the work force in medical technology.

COMMITTEE'S MANDATES

Taking into account the fields of professional practice, this committee's mandates are to:

A- Examine and review:

- the impact on the work force of various modes of organization of work and of technological changes;
- current and future workforce needs as well as needs in terms of human resources development;
- prospects of new fields of professional practice;
- the potential impact of the transformation of structures and services in the system (shift towards ambulatory care, reorganization of laboratories or other services, medical advances, access to public services, etc.);
- any other relevant information.

B- Draft and forward to the Ministère de la Santé et des Services sociaux, institutions and negotiating parties all opinions that the committee deems pertinent to express.

COMMITTEE'S COMPOSITION

The committee on the work force in medical technology is composed of:

- five (5) persons appointed by the employer;
- five (5) persons appointed by the Fédération de la santé et des services sociaux – CSN (FSSS-CSN);
- persons chosen by both parties for their expert knowledge.

COMMITTEE OPERATIONS AND WORK PLAN

The committee defines its operating rules and establishes its work plan, taking into account its mandates.

LETTER OF AGREEMENT 8

REGARDING THE CREATION OF A COMMITTEE TO STUDY TRAINING NEEDS IN NORTHERN REGIONS

Within thirty (30) days of when the collective agreement comes into force, the parties set up a committee to study training needs in institutions covered by Appendix F. The committee is composed of three (3) representatives of the union party on the one hand, and three (3) representatives of the employer party on the other.

The committee's mandate is to:

1- analyse the general level of education of Indigenous people in relation to the various jobs to which they could have access;

2- examine the possibility of establishing programs specifically designed to meet the needs of Indigenous people for basic and/or technical training that would give them access to jobs in the health and social services sector;

3- make the necessary recommendations to the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) on the training needs identified.

These recommendations are also be submitted to the Ministère de la Santé et des Services sociaux, the Ministère de l'Éducation et de l'Enseignement supérieur and to the educational institutions concerned.

LETTER OF AGREEMENT 9

REGARDING THE LIST OF MEDICAL ARBITRATORS IN ARTICLE 23 OF THE COLLECTIVE AGREEMENT

The parties, through the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) on the one hand, and the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) and the Fédération des professionnèles – CSN (FP-CSN) on the other, may meet as needed to amend the list of medical arbitrators in clause 23.27-3) of the collective agreement.

LETTER OF AGREEMENT 10

REGARDING THE CREATION OF A NATIONAL INTER-UNION COMMITTEE TO REVIEW THE PROCEDURE FOR MODIFYING THE LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALES IN THE HEALTH AND SOCIAL SERVICES NETWORK

Within sixty (60) days of the date the collective agreement comes into force, the parties will set up a national inter-union committee to review the procedure for modifying the List of job titles, job descriptions and salary rates and scale in the health and social services network (the List of job titles).

COMMITTEE'S MANDATES

The committee's mandates are, in particular, to analyse:

- all provisions of the procedure for modifying the List of job titles;
- the operating terms and conditions of the National Jobs Committee;
- the procedures for evaluating jobs;
- the arbitration procedure provided for in Article 31.

The committee will produce a report and make recommendations to the parties by June 30, 2022.

Furthermore, the parties may implement joint recommendations during the term of the collective agreement.

COMMITTEE'S COMPOSITION

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 representative each of the FSSS-CSN, FP-CSN, APTS, CUPE-FTQ, SQEES-298-FTQ, FSQ-CSQ, FIQ and SPGQ).

The parties may bring in additional people as needed.

LETTER OF AGREEMENT 11

REGARDING TRIAL PROJECTS

The purpose of this letter of agreement is to agree on a means of enabling the negotiating parties at the national level to oversee the implementation of trial projects that they decide to initiate in institutions. These trial projects are aimed at testing potential changes to collective agreements reached by the negotiating parties at the national level or doing preliminary work on potential solutions that they wish to validate.

I - NATIONAL PROCESS FOR OVERSEEING TRIAL PROJECTS

For the purposes of overseeing trial projects, the negotiating parties at the national level agree to the following:

1. The negotiating parties at the national level negotiate and approve the matters on which they wish to conduct trial projects.

2. The negotiating parties at the national level negotiate and approve a guide for the investigation and analysis of problems in regard to the matters chosen. The guide includes a definition of indicators and is sent to the local parties that they identify.

3. The local parties set up joint committees whose mandate is to oversee the trial projects and see to their implementation.

4. The joint committees created by the local parties or, in their absence, each local party report to the negotiating parties at the national level, which negotiate and approve the solutions following an analysis of the data compiled from the investigation and analysis guides and the reports of the local joint committees or local parties. The time limit for producing these reports is agreed upon by the negotiating parties at the national level, depending on the nature of the trial project.

5. The solutions approved under paragraph 4 are implemented on an experimental basis in certain centres identified by the negotiating parties at the national level. These solutions are implemented in the centres for a period agreed upon by the negotiating parties at the national level.

6. At the end of this period, the local parties have one (1) month to conduct a joint assessment of the results of the solutions tested and report to the negotiating parties at the national level.

7. Following an analysis of the reports produced by the local parties, the negotiating parties at the national level negotiate and approve, if appropriate, collective agreement provisions on the matters dealt with in the framework of the trial projects.

II - LOCAL PROCESS FOR MANAGING TRIAL PROJECTS

The negotiating parties at the national level agree on this agreement for the management of trial projects on subjects to be decided by them.

1. Creation of a joint committee

The local parties set up a committee whose mandate is to oversee the trial projects and see to their implementation.

2. Role of the joint committee

The committee must:

- be responsible for the implementation of the trial project previously agreed upon by the negotiating parties at the national level;
- report to the negotiating parties at the national level according to the calendar established by the latter;
- see to the local implementation of decisions and recommendations made by the negotiating parties at the national level.

More specifically, the committee must, among other things:

- take on as its own the process, trial project matters and indicators agreed upon by the negotiating parties at the national level;
- determine the problems in the workplace related to the trial project matters and the priorities for action by completing the investigation and analysis guide agreed upon by the negotiating parties at the national level;
- develop potential solutions and submit them to the negotiating parties at the national level;
- receive, analyse and test locally the solutions approved by the negotiating parties at the national level.

3. Prior conditions

In order to fulfil their mandate, committee members must:

- have access to training agreed upon by the local parties and to all information relevant to understanding the problems and pursuing solutions;
- fill out the national investigation and analysis guide and agree on the diagnosis for their centre.

4. Committee's composition

The committee is composed of an equal number of employer and union representatives:

- the union's representatives are given leave in accordance with the provisions of clause 7.13 of the collective agreement;
- the employer or the union may add outside resource people, with the consent of both parties.

5. Committee operations

Committee decisions are made by consensus. If there is no consensus on the reports to be forwarded to the negotiating parties at the national level, each local party reports to the negotiating party that represents it.

The matters addressed by the joint committee must be dealt with in accordance with the collective agreement and existing working conditions, except when specific agreements stipulating the trial matters and periods of time have been reached by the negotiating parties at the national level.

The union remains the sole spokesperson authorized to represent employees covered by the bargaining unit.

Committee meetings, required work and training agreed upon by local parties take place during working hours.

6. Term of the agreement

This agreement is valid for the experimental period decided by the negotiating parties at the national level, at the end of which the trial project is assessed by the local parties and a report is submitted to the negotiating parties at the national level.

LETTER OF AGREEMENT 12

REGARDING PILOT PROJECTS

The parties agree to establish pilot projects in institutions in the health and social services sector in the framework of Letter of Agreement no. 11 regarding trial projects, in particular on the following matters:

- technological change;
- team work;
- health and safety for employees who have sustained an employment injury.

LETTER OF AGREEMENT 13

REGARDING THE SETTLEMENT OF GRIEVANCES IN INSTITUTIONS SLATED TO BE CLOSED

MEDIATION-ARBITRATION PROCEDURE

1- All non-mandated grievances are submitted to the mediation-arbitration procedure and covered by the provisions set out in Article 11 of the collective agreement.

2- The parties agree on the person who is to act as mediator-arbitrator no later than four (4) months before the date the institution is to be closed. If the time between when this letter of agreement comes into force and the slated date of closing is less than four (4) months, the parties agree on the choice of this person within seven (7) days of when this letter of agreement comes into force. If the slated date of closing is moved ahead and the four (4)-month period is no longer applicable, the parties have seven (7) days from when the decision to close is announced to agree on the choice of this person.

If they do not agree, a mediator-arbitrator is appointed by the Ministère du Travail, de l'Emploi et de la Solidarité sociale at the request of either party.

3- The mediator-arbitrator strives to bring the parties to reach a settlement and makes any suggestion they deem appropriate.

4- The mediator-arbitrator has the authority to conduct investigations and conciliation. They may hear witnesses and examine evidence submitted to them. With the parties' consent, they may also decide to proceed solely on the basis of a presentation of the facts.

If a settlement is reached at this stage, it is recorded in writing and is binding on the parties.

5- Before rendering a decision, the mediator-arbitrator must allow the parties and their witnesses to be heard, if they so wish.

Their written decision and reasons must normally follow within fifteen (15) days.

6- The mediator-arbitrator hears the dispute on its merits before rendering a decision on a preliminary objection, unless they can rule on the objection immediately.

7- The mediator-arbitrator's decision constitutes a specific case. It has, however, the same effect as an arbitration award. It is final and binding.

8- The parties may also agree on any other form of mediation-arbitration.

9- The mediator-arbitrator's fees and expenses are shared equally by the parties.

10- When an institution covered by this letter of agreement is closed, the Ministère de la Santé et des Services sociaux sees to it that any obligations arising from an arbitrator's or an mediator-arbitrator's decision are fulfilled for all employees in the said institutions.

LETTER OF AGREEMENT 14

REGARDING TRANSFORMATION OR REORGANIZATION PLANS

The parties agree as follows:

1. On April 1 of each year, the employer sends the union the institution's structure of positions. To this end, it provides the following information:

- job title;
- service;
- status when it is a part-time position, and the number of hours involved in the position;
- the shift of work;
- vacant or staffed position.

2. As part of developing any transformation or reorganization plans that would have the effect of triggering the application of any of clauses 14.01 to 14.07 of the collective agreement, the employer undertakes to meet with the union before making any final decision to allow the latter to propose, within no more than sixty (60) days of the transmission of the information stipulated in clause 3, any alternative, suggestion or modification that could contribute to the institution's plan.

3. For the purpose of enabling the union to do a full analysis of the plan, the employer provides the union with the following information:

- the nature of the planned transformation or reorganization;
- the reasons underlying the transformation or reorganization and the objectives pursued;
- the services (or work units) in the institution that are liable to be affected by the planned transformation or reorganization;
- the planned schedule for decision-making as well as the planned implementation calendar;
- any other information deemed relevant.

4. The provisions of this letter of agreement do not prevent the application of clause 14.09 of the collective agreement.

LETTER OF AGREEMENT 15

REGARDING FAMILY RESPONSIBILITIES AND STUDIES

The negotiating parties recognize the interdependent relationship of family, work and studies. They therefore encourage taking the balance of family, work and studies into account in the organization of work.

To this end, the negotiating parties encourage local parties to strive for a better balance between parental and family responsibilities as well as studies, on the one hand, and work responsibilities on the other, as they decide on and apply working conditions.

Joint local inter-union committee on family-work-studies balance

The negotiating parties recommend that local parties use local arrangements to create a joint inter-union committee on family-work-studies balance, with the mandates, as the case may be, of:

- consulting employees to identify needs with respect to family-work-studies balance;

- analysing the data gathered;

- proposing measures adapted to the needs of employees and the reality of the workplace and, if applicable, analysing the appropriateness of implementing these through trial projects.

The committee's composition, role and operations are decided by the local parties.

LETTER OF AGREEMENT 16

REGARDING CERTAIN EMPLOYEES REASSIGNED BETWEEN JUNE 1, 1997 AND JUNE 29, 1998

This letter of agreement applies to employees who were covered by job security and who were reassigned between June 1, 1997 and June 29, 1998.

These employees may not be paid less in their new position than the amount of their layoff benefits.

Moreover, the weekly pay of a part-time employee reassigned to a part-time position with fewer hours than the average number of hours used to calculate their layoff benefits continues to be determined on the basis of this average as long as the employee is not voluntarily transferred.

Such part-time employees are assigned for up to the same number of hours as the difference between the average number of hours used to calculate their layoff benefits and the hours of the position to which they have been reassigned. They may be assigned to complete a shift of work even if they only need a fraction of the shift to make up the difference between the average number of hours used to calculate the layoff benefits and the hours of the position to which they have been reassigned.

For the purpose of the preceding paragraph only, they are deemed to be registered on the replacement team. They may also register on the recall list to complete a normal or regular week of work.

LETTER OF AGREEMENT 17

BINDING THE SYNDICAT DES EMPLOYÉS DU CH STE-THÉRÈSE DE SHAWINIGAN
AND
THE CENTRE HOSPITALIER DU CENTRE DE LA MAURICIE

THE SYNDICAT DES TRAVAILLEURS ET TRAVAILLEUSES DE L'INSTITUT ROLAND SAUCIER
AND
THE COMPLEXE HOSPITALIER DE LA SAGAMIE

1- Employees belonging to a union covered by this letter of agreement who held positions and were employed by the Centre Hospitalier du Centre de la Mauricie[1] or the Complexe Hospitalier de la Sagamie[2] on May 1, 2000 benefit from the premium provided in clause 2.01 and the floating days off provided in Article 4 of Appendix A until they obtain another position as a result of the application of provisions on voluntary transfers.

2- Employees belonging to a union covered by this letter of agreement registered on the recall list on May 1, 2000 benefit from the monetary compensation provided in clause 4.03 and/or to the premium provided in clause 2.01 of Appendix A until they have obtained a position as a result of the application of provisions on voluntary transfers.

3- Employees belonging to a union covered by this letter of agreement who have or obtain a position leading to the application of Article 5 or 6 of Appendix A are not covered by the preceding clauses.

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1 Of the Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec.

2 Of the Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-Saint-Jean.

LETTER OF AGREEMENT 18

BINDING THE SYNDICAT NATIONAL DES EMPLOYÉS D'HÔPITAUX DE L'ANNONCIATION AND THE CENTRE HOSPITALIER ET CENTRE DE RÉADAPTATION ANTOINE-LABELLE

1- Employees belonging to the union covered by this letter of agreement who held positions and were employed by the Centre Hospitalier et Centre de Réadaptation Antoine-Labelle[1] on May 1, 2000 who benefited from the premium provided in clause 2.01 and the floating days off provided in Article 4 of Appendix A continue to benefit from them until they obtain another position as a result of the application of provisions on voluntary transfers.

2- Employees belonging to the union covered by this letter of agreement and registered on the recall list on May 1, 2000 who benefited from the monetary compensation provided in clause 4.03 and/or the premium provided in clause 2.01 of Appendix A continue to benefit from them until they obtain a position as a result of the application of provisions on voluntary transfers.

3- Employees belonging to the union covered by this letter of agreement who obtain a position leading to the application of Article 5 of Appendix A are not covered by the above paragraphs.

Employees working for the Centre Hospitalier et Centre de Réadaptation Antoine-Labelle on May 1, 2000 who benefited from psychiatry premium provided for in Article 5 of Appendix A continue to benefit from it as long as they work in units other than general short-term care units in one of the following job titles:

- integration officer (2688);
- educator (2691);
- nursing assistant (3455);
- education instructor (3687);
- rehabilitation assistant (3462);
- beneficiary attendant (3480);
- living and/or rehabilitation unit supervisor (2694);
- Recreation therapy technician (2696);
- specialized education technician (2686).

[1] Of the Centre intégré de santé et de services sociaux des Laurentides.

LETTER OF AGREEMENT 19

REGARDING CERTAIN EMPLOYEES OF THE CENTRE DE RÉADAPTATION LE CLAIRE FONTAINE

THE PARTIES AGREE TO THE FOLLOWING:

1. Employees employed by the Centre Psychiatrique de Roberval[1] before September 14, 1990 who benefited on October 22, 1992 from the weekly premium for having taken the orientation course on dealing with psychiatric users or equivalent courses as provided in Article 3 of Appendix A of the 1990-1991 collective agreement for the Centres Hospitaliers Publics continue to be entitled to this premium for as long as they are employed by the institution.

Furthermore, for the benefit of interested employees employed by the institution before September 14, 1990, the employer continues to offer orientation courses on dealing with psychiatric users in accordance with the conditions provided in Article 3 of Appendix A of the 1990-91 collective agreement for the Centres Hospitaliers Publics.

2. Employees working for the Centre Psychiatrique de Roberval before September 14, 1990 who on October 22, 1992 benefited from the psychiatry premium provided in Appendix A of the 1990-91 collective agreement for the Centres Hospitaliers Publics continue to be entitled to it for as long as they work for the institution in job titles directly related to user care.

3. Employees working for the Centre Psychiatrique de Roberval before September 14, 1990 continue to benefit from the provisions of Article 6 of Appendix A of the 1990-91 collective agreement for the Centres Hospitaliers Publics for as long as they are employed by the institution.

[1] Of the Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-Saint-Jean.

LETTER OF AGREEMENT 20

REGARDING CERTAIN EMPLOYEES OF THE C.S.D.I. MAURICIE/CENTRE DU QUÉBEC OR THE C.R.D.I. CHAUDIÈRE APPALACHES

THE PARTIES AGREE TO THE FOLLOWING:

1. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie/Centre du Québec[1] or the C.R.D.I. Chaudière-Appalaches[2] who benefited from the weekly premium for having taken the orientation course on dealing with psychiatric users or equivalent courses as provided in Article 3 of appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics continue to benefit from this premium for as long as they are employed by the institution.

Furthermore, for the benefit of interested employees employed by the institution before May 1, 2000, the employer continues to offer orientation courses on dealing with psychiatric users, in accordance with the conditions provided in Article 3 of Appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics.

2. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie Centre-du-Québec or the C.R.D.I. Chaudière-Appalaches who benefited from the psychiatry premium provided in Article 5 of Appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics continue to benefit from the premium as they as they are employed by the institution in job titles whose duties are directly related to the rehabilitation, care and supervision of users.

3. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie Centre-du-Québec or the C.R.D.I. Chaudière-Appalaches continue to benefit from the provisions of Article 6 of Appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics as long as they are employed by the institution.

4. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie Centre-du-Québec or the C.R.D.I. Chaudière-Appalaches benefit from the provisions of clauses 1 to 3 of this letter of agreement.

[1] Of the Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec.

[2] Of the Centre intégré de santé et de services sociaux de Chaudière-Appalaches.

LETTER OF AGREEMENT 21

REGARDING CONDITIONS FOR NURSES AND NURSE CLINICIANS WORKING IN OUTPOSTS OR DISPENSARIES

This letter of agreement applies to employees covered by Appendices D or N.

For the purpose of applying this letter of agreement, an outpost or dispensary is a point of service where, in addition to their duties as a nurse or nurse clinician, the employee does assessments of users that allow a physician to make a remote diagnosis and decide on the appropriate interventions. The employee is furthermore called upon to perform activities and interventions that are generally reserved to physicians in other workplaces.

A nurse or nurse clinician covered by the preceding paragraph receives the following weekly supplement in addition to their basic pay:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
190.00	194.00	198.00

A part-time employee receives this supplement prorated to the number of hours worked.

Despite the provisions of clause 5.03 of Appendix D, a nurse is entitled to the echelon advancement or additional remuneration for post-graduate training, providing that it is recognized, for the duration of their assignment to an outpost or dispensary.

The supplement provided for in this letter of agreement ceases to apply to employees with the job title of outpost/dispensary nurse (2491) as of April 2, 2019.

LETTER OF AGREEMENT 22

REGARDING EMPLOYEES WITH THE JOB TITLE OF PSYCHOLOGIST

ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees with the job title of psychologist (1546).

ARTICLE 2 RETENTION PREMIUM FOR THE JOB TITLE OF PSYCHOLOGIST

As of the date the collective agreement comes into force, employees concerned benefit from a retention premium based on the number of hours of work remunerated, established as follows:

- Level 1:
    - 4.1% of the hourly base rate for fifty-six (56) hours or more and less than seventy (70) hours of remunerated work per pay period;
- Level 2:
    - 9.6% of the hourly base rate for more than seventy (70) hours of remunerated work per pay period.

The two (2) levels of retention premium cannot be combined.

Remunerated work includes regular hours actually worked and the following hours of absence:

- the following leave provided by the collective agreement:
    - annual vacation leave;
    - statutory holidays;
    - sick leave;
    - floating days off;
    - special leave under clauses 22.19 or 22.19A;
    - special leave under Article 25;
- leave for union work remunerated by the employer or reimbursed by the union when the person concerned is scheduled to be at work;
- training offered by the employer and scheduled during working hours;
- leave remunerated by the employer under 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 periods of disability set ou in paragraph b) of clause 23.17.

The retention premium is non-contributory for pension plan purposes.

The retention premium ends on September 30, 2023.

Method and formula for adjusting the premium[1]

The percentages of the two (2) premium levels are reduced by any adjustment in pay[2] except for the general parameters of raises in pay provided by the collective agreement.

The reduction in the premium is applied using the following method and formula.

The percentage to be attributed to each of the two (2) levels is determined using the hourly base rate of the maximum echelon on the pay scale. The two (2) reference percentages for the retention premium for the first adjustment to occur are those in force on the date the collective agreement comes into force.

Mathematically,

$$\%\ Prime\ de\ rétention_{Palier_{i,t+1}} = \left[\left(\frac{Taux\ de\ base\ horaire\ de\ l'échelon\ maximum_t \times \left(1 + \%\ Prime\ de\ rétention_{palier_i} \div 100\right)}{Taux\ de\ base\ horaire\ de\ l'échelon\ maximum_{t+1}}\right) - 1\right] \times 100$$

When,

i = the number of the retention premium level

when i = 1 for Level 1 and i = 2 for Level 2;

t = the date preceding the increase in the hourly base rate at the maximum echelon;

t + 1 = the date when the hourly base rate at the maximum echelon is increased.

The result of the numerator must be rounded off to the cent.[3]

The percentage obtained for the retention premium at each level is rounded off to one place after the decimal point.[4]

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1 The retention premium is calculated by the Secrétariat du Conseil du trésor in accordance with the provisions of this letter of agreement.

2 Including adjustments in pay related to the evaluation of the maintenance of pay equity or pay relativity awarded after April 1, 2015.

3 For rounding off to the cent, when the decimal point is followed by three (3) digits or more, the third (3rd) and following 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) is increased by one unit and the third (3rd) and following are dropped.

4 Thus, when the decimal point is followed by two (2) or more digits, the second (2nd) and following 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 increased by one unit and the second (2nd) and following digits are dropped.

If the retention premium is reduced in accordance with the premium adjustment method and formula during the life of the collective agreement, the Comité patronal de négociation du secteur de la santé et des services sociaux notifies the union.

Provisions for part-time employees

The provisions of this letter of agreement apply to part-time employees with the following adjustments:

- Benefits for part-time employees that are paid with each pay are applied to the retention premium.

- Hours of absence remunerated as benefits coinciding with a day of work scheduled for an employee are considered to be hours of work for purposes of eligibility for the retention premium. The retention premium does not, however, apply to the absences.

LETTER OF AGREEMENT 23

REGARDING EMPLOYEES WHO HAVE TAKEN THE ORIENTATION COURSE ON DEALING WITH BENEFICIARIES IN CHRONIC CARE

Employees who, on May 14, 2006 received the weekly premium for having taken the orientation course on dealing with beneficiaries in chronic care continue to receive this premium as long as they continue to hold the same position with the same employer.

The premium is as follows:

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 24

CONDITIONS FOR CERTAIN EMPLOYEES OF THE AGENCE DE LA SANTÉ ET DES SERVICES SOCIAUX DE LA CAPITALE-NATIONALE AND THE AGENCE DE LA SANTÉ ET DES SERVICES SOCIAUX DE LA MAURICIE ET DU CENTRE-DU-QUÉBEC

SCOPE

This letter of agreement applies to employees who, on May 14, 2006 were employed by the Agence de la santé et des services sociaux de la Capitale-Nationale[1] or the Agence de la santé et des services sociaux de la Mauricie et du Centre-du-Québec.[2]

The employer grants one (1) day of leave with pay for moving, no more than once per year. The employee undertakes, however, to notify the employer at least one (1) month in advance, except in a case of force majeure, in which case they notify the employer as soon as possible.

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1 Of the Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale.

2 Of the Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec.

LETTER OF AGREEMENT 25

SPECIAL CONDITIONS FOR HEALTH AND SOCIAL SERVICES AIDES

Health and social services aides formerly employed by the Société de Service social aux Familles and now employed in the child and youth protection mission by institutions in the socio-sanitary region of Montréal who were granted an equivalence by the employer and the Ministère de la Santé et des Services sociaux between a special training program they followed and the four hundred and eighty (480)-hour course offered by the Ministère de l'Éducation et de l'Enseignement supérieur continue to benefit from recognition of this equivalence for the life of this collective agreement (if they continue to be employed in the child and youth protection mission by institutions in the socio-sanitary region of Montréal).

LETTER OF AGREEMENT 26

REGARDING THE REMUNERATION OF EMPLOYEES WITH THE JOB TITLE OF LAWYER

To the extent they are not otherwise modified by this letter of agreement, the provisions of the collective agreement apply to employees with the job title of lawyer.

ARTICLE 1 ECHELON ADVANCEMENT

Despite the provisions of clause 5.17 of Appendix G of the collective agreement, an employee who is a lawyer may not benefit from accelerated advancement of one echelon for performance deemed exceptional by the employer.

ARTICLE 2 RETENTION PREMIUM FOR LAWYERS

2.01 An employee with the job title of lawyer may benefit from a retention premium with three (3) levels, in accordance with the following terms and conditions:

- after one (1) year at echelon 18 of the pay scale since their last echelon advancement, a premium of 5% of pay corresponding to echelon 18 on the pay scale;
- after two (2) years at echelon 18 of the pay scale since their last echelon advancement, a premium of 10% of pay corresponding to echelon 18 on the pay scale;
- after three (3) years at echelon 18 of the pay scale since their last echelon advancement, a premium of 15% of pay corresponding to echelon 18 on the pay scale.

The three (3) premium levels cannot be combined.

The rules on advancement on pay scales set out in the collective agreement apply for the purpose of calculating the length of time an employee spends at echelon 18.

2.02 The retention premium is paid if performance is satisfactory. It is maintained from one year to the next unless the employer notifies an employee with the job title of lawyer in writing that the latter's performance is no longer satisfactory. This notice is given to an employee with the job title of lawyer at least thirty (30) days before the date on which the premium is stopped.

2.03 This premium is non-contributory for pension plan purposes.

LETTER OF AGREEMENT 27

REGARDING THE REVISION OF CERTAIN JOB DESCRIPTIONS

Within thirty (30) days of the date the collective agreement comes into force, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to modify the job descriptions of the beneficiary attendant (3480) and health and social services aide (3588) job titles and to abolish the beneficiary attendant ("A" certification) (3459)[1] job title in the List of job titles, job descriptions and salary rates and scales in the health and social services network (the List of job titles).

Beneficiary attendant (3480)

The new job description for the beneficiary attendant job title agreed upon by the parties is as follows:

> Person who is part of the care team and who provides assistance care related to activities of daily living. Sees to the hygiene, well-being and monitoring of the users. Sees to the comfort, general needs and activities of the users within a safe environment. Assists them in their movements, transports them and may also accompany them outside the institution.
>
> Provides basic care to users and informs the health care team about users' health status and behaviour.
>
> May install certain devices for which she/he has received the proper training. May ensure the availability, maintenance and proper functioning of equipment and material. Moves equipment, collected samples and medical records.

Health and social services aide (3588)

The new job description for the health and social services aide job title agreed upon by the parties is as follows:

> Person who, in a home, residence, group home or similar setting, performs a set of tasks for the purpose of supporting and assisting the user and their family or of compensating for their incapacities in performing activities of daily living or home life. Also encourages the integration and socialization of the user in individual and community activities.
>
> Sees to the hygiene, well-being, comfort, monitoring and general needs of users. Installs certain devices and provides certain invasive or non-invasive forms of care to assist in activities of daily living, for which they have been trained. May distribute and administer medication. May prepare meals and perform domestic work.
>
> Informs the team members and supervisors of their observations on the needs of the user and their family. In collaboration with the other workers, participates in identifying the user's needs, in developing the service plan or intervention plan and in carrying it out.

[1] The abolition of the beneficiary attendant ("A" certification) job title comes into force on June 21, 2021.

Beneficiary attendant (“A” certification) (3459)

Employees with the beneficiary attendant (“A” certification) (3459) job title are moved to the beneficiary attendant (3480) job title as of June 21, 2021.

The changes to these job titles are exempted from the procedure for modifying the List of job titles stipulated in Article 31 of the collective agreement.

LETTER OF AGREEMENT 28

REGARDING MODIFICATION OF THE LIST OF JOB TITLES AND INCREASE IN THE NUMBER OF WEEKLY HOURS OF WORK FOR NURSING AND CARDIO-RESPIRATORY CARE EMPLOYEES

On the date the collective agreement comes into force, stipulate in the List of job titles, job descriptions and salary rates and scales in the health and social services network (the List of job titles) that the number of weekly hours of work for all job titles in the class of nursing and cardio-respiratory care personnel is 37.50 hours, with the exception of the specialty nurse practitioner (1915), specialty nurse practitioner candidate (1914), nurse (Institut Pinel) (2473) and nurse clinician (Insitut Pinel) (1907) job titles, whose number of weekly hours of work is 40 hours.

The changes to the List of job titles stipulated in this letter of agreement are exempted from the procedure for modifying the List of job titles provided for in Article 31.

LETTER OF AGREEMENT 29

REGARDING THE REHIRING OF RETIRED EMPLOYEES

Retired employees who are rehired are covered by the provisions of the collective agreement, with the exception of the provisions of Appendix V – Special conditions for nursing and cardio-respiratory care employees. They are then be deemed to be part-time employees and covered by the rules for part-time employees for the duration of their employment.

Such employees receive, however, the benefits applicable for part-time employees who are not covered by the insurance plans, as provided in the second (2nd) paragraph of clause 23.32 of the collective agreement.

LETTER OF AGREEMENT 30

REGARDING PROFESSIONAL SUPERVISION OF NEWLY HIRED NURSING AND CARDIO-RESPIRATORY CARE PERSONNEL

Scope

The provisions of this Letter of Agreement concern professional supervision of employees hired in one of the job titles in the class of nursing and cardio-respiratory care personnel in the List of job titles, job descriptions and salary rates and scales who have less than two (2) years of practice in their job.

Annual budget for professional supervision

From the date on which the collective agreement comes into force through until March 30, 2023, the employer sets aside a budget for April 1 to March 31 of each year specifically earmarked for this professional supervision. This budget is equal to 0.19% of the total payroll[1] of employees in the bargaining unit for the previous financial year.

The parties must agree in local arrangements on how the budget is to be used.

Transitional clause

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

[1] Total payroll is the amount paid in the previous financial year as basic pay, as stipulated in the List of job titles, job descriptions and salary rates and scales in the health and social services network, paid leave, days of sick leave or disability insurance, plus the benefits paid as a percentage (annual vacation leave, statutory holidays, sick leave and, if applicable, disability insurance) to part-time employees. Total payroll does not include supplements, premiums or additional remuneration.

LETTER OF AGREEMENT 31

REGARDING A PILOT PROJECT ON STANDARDIZED TESTING TO EVALUATE THE REQUIRED QUALIFICATIONS FOR POSITIONS WITH CERTAIN JOB TITLES IN THE CLASS OF OFFICE PERSONNEL AND ADMINISTRATIVE TECHNICIANS AND PROFESSIONALS

The Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) will implement a pilot project to standardize the tests used to evaluate the required qualifications for positions with the job titles of administrative officer, Class 2 – secretarial sector (5314) and administrative officer, Class 2 – administrative sector (5315).

The steps in implementing the pilot project are as follows:

1) Determine the number and content of the evaluation tests required;

2) Have the evaluation tests and correction sheets prepared;

3) Set up a distribution platform;

4) Proceed with implementation, after consultation and collaboration with the local union;

5) Provide for follow-up and sharing of information among the parties.

The CPNSSS is responsible for application, monitoring and evaluation of the pilot project and undertakes to consult and collaborate with the FSSS-CSN at all stages of the pilot project.

For the purpose of carrying out the pilot project, the CPNSSS wil have a non-recurring budget of $75,000 for the duration of the collective agreement. No money may be allocated after March 30, 2023.

LETTER OF AGREEMENT 32

REGARDING THE DEVELOPMENT OF A REFERENCE FRAMEWORK AND TASK DESCRIPTIONS FOR CERTAIN JOB TITLES IN THE CLASS OF OFFICE PERSONNEL AND ADMINISTRATIVE TECHNICIANS AND PROFESSIONALS

Following the work of the national joint committee on the required qualifications for and access to positions in Letter of Agreement no. 31 of the 2016-2020 collective agreement and with the joint recommendations made by the bargaining parties to the Ministère de la Santé et des Services sociaux (MSSS) and approved by it, the MSSS will develop a reference framework and task descriptions for the job titles of administrative officer (classes 1, 2, 3 and 4, secretarial and administrative sectors), medical secretary, executive assistant and administrative technician.

Within six (6) months of the date the collective agreement comes into force, the MSSS will submit the reference framework and task descriptions to the FSSS-CSN for comment before they are sent to the institutions.

LETTER OF AGREEMENT 33

REGARDING EMPLOYEES WORKING WITH CLIENTS PRESENTING SERIOUS BEHAVIOURAL DISORDERS

ARTICLE 1 LUMP SUM

From the date the collective agreement comes into force to September 30, 2023, an employee holding one or more job titles in a given group listed in Article 3 and working in one or more activity centres or sub-centres listed in Article 4 is entitled to payment of a lump sum for each five hundred (500) hours actually worked with clients presenting serious behavioural disorders.

Hours actually worked include overtime and exclude annual vacation leave, sick leave and other remunerated absences.

The hours worked entitling an employee to a floating day off or monetary compensation in lieu of time off under Appendices A, R and T of the collective agreement are excluded from the accumulation of hours for the purpose of obtaining this lump-sum payment.

For each five hundred (500) hours actually worked, an employee concerned receives a lump-sum amount depending on the group of job titles involved:

Job title groups	Lump sum per 500 hours actually worked
1000-1999	$360
2000-2999	$295
3000 or +	$195

The lump sum is paid when the stipulated number of hours is worked, and there is no prorated payment of this lump sum.

The lump sum is not contributory for pension plan purposes.

ARTICLE 2 PAID DAY OFF

An employee who holds a full-time position may replace the lump sum to which they are entitled with one (1) paid day off, after agreement with the employer on the date the day off is taken, providing that they:

- inform the employer of this choice before having completed the period of five hundred (500) hours actually worked;
- take the paid day off during the current year and no later than September 30, 2023.

However, an employee holding a job title in one of the groups of nurse or nursing assistant job titles or appearing in the list mentioned below is not entitled to the paid day off:

- Audiologist (1254)
- Audiologist-speech therapist (1204)
- Occupational therapist (1230)
- Speech therapist (1255)

- Physiotherapist (1233)
- Beneficiary attendant (3480)
- Beneficiary attendant team leader (3477)
- Psychologist (1546)
- Professional social worker (1550)

ARTICLE 3 JOB TITLES BY GROUP

By group, the following job titles are covered by the letter of agreement:

1) Codes 1000 to 1999

- Human relations officer (1553)
- Audiologist (1254)
- Audiologist-speech therapist (1204)
- Vocational guidance counsellor (1701)
- Adapted work counsellor (1703)
- Criminologist (1544)
- Physical educator / kinesiologist (1228)
- Occupational therapist (1230)
- Nurse clinician assistant head nurse, nurse clinician assistant to the immediate superior (1912)
- Nurse clinician (1911)
- Professional social worker (1550)
- Community organizer (1551)
- Speech therapist (1255)
- Physiotherapist (1233)
- Psycho-educator (1652)
- Psychologist (1546)
- Art therapist (1258)
- Clinical activities specialist (1407)

2) Codes 2000 to 2999

- Social aide (2588)
- Assistant head nurse, assistant to the immediate superior (2489)
- Educator (2691)
- Nurse (2471)
- Nurse team leader (2459)
- Social work technician (2586)
- Specialized education technician (2686)
- Recreation therapy technician (2696)
- Physical rehabilitation technician (2295)
- Community worker (2375)
- Living and/or rehabilitation unit supervisor (2694)

3) Codes 3000 and higher

- Intervention officer (3545)
- Intervention officer team leader (3555)
- Medico-legal intervention officer (3544)
- Medico-legal intervention officer team leader (3554)
- Rehabilitation assistant (3462)
- Health and social services aide (3588)
- Vehicle driver (6336)

- Guard (6438)
- Residence guard (6349)
- Nursing assistant (3455)
- Industrial workshop instructor (3585)
- Handicrafts or occupational therapy instructor (3598)
- Unit and/or pavilion attendant (3685)
- Beneficiary attendant (3480)
- Beneficiary attendant team leader (3477)
- Institutional guard (6422)

ARTICLE 4 ACTIVITY CENTRES OR SUB-CENTRES

4.01 The activity centres or sub-centres are the following:

- 5202 Request for intervention with young offenders (YCJA)
- 5203 Access mechanism (YPA – YCJA – HSSSA)
- 5400 Assistance and support for youth and families (YPA – YCJA – HSSSA)
- 5401 Assistance and support for youth and families (YCJA)
- 5402 Assistance and support for youth and families (YPA – HSSSA)
- 5410 Support for mental health services (HSSSA)
- 5500 Living units for youth (YPA – YCJA – HSSSA)
- 5501 Living units for youth – Open custody (YPA – YCJA)
- 5502 Living units for youth – Closed custody (YPA – YCJA)
- 5503 Living units for youth - Regular (YPA – HSSSA)
- 5504 Living units for youth – Mental health (YPA – YCJA – HSSSA)
- 5600 Outreach services (YPA – YCJA – HSSSA)
- 5860 Youth health (YPA – YCJA – HSSSA)
- 5917 Psychosocial services for youth in difficulty and their families and the Crise-Adolescence-Famille-Enfance (CAFE) program (crisis program for adolescents, families and children)
- 5927 Crisis intervention and follow-up only as well as the UPS-Justice Program: direct intervention, in the presence of the client (excluding interventions by phone)
- 6670 Specialized addiction services – users admitted to program
- 6682 Outreach addiction services only for the following programs:
    - Clinique Cormier Lafontaine;
    - Team for the homeless;
    - Youth worker team in youth centres;
    - Addiction-justice team;
    - Substitution therapy;
    - Emergency-triage.
- 6690 Short-term addiction treatment intervention unit
- 6940 Residential program – Intellectual or physical impairment or pervasive developmental disorders
- 6945 Residential program – Intellectual impairment or pervasive developmental disorders
- 6946 Residential program – Physical impairment
- 6984 Group homes – Physical impairment
- 6985 Group homes, mental health – Youth 0-17 years old
- 6989 Group homes – Youth in difficulty (YPA – YCJA – HSSSA)
- 7000 Day activity centre
- 7010 Workshop
- 7040 Residential resources – Continuous residential assistance

- 7041 Residential resources – Continuous residential assistance (Intellectual impairment or pervasive developmental disorders
- 7042 Residential resources – Continuous residential assistance (Physical impairment)
- 7690 Transportation of users outside the facility
- 7710 Security
- 8022 Adult rehabilitation – Cranio-cerebral trauma
- 8032 Child rehabilitation – Cranio-cerebral trauma
- 8054 Adjustment and rehabilitation services for individuals and the mobile intervention team
- 8090 Intensive functional rehabilitation unit

For activity centres 7690 (Transportation of users outside the facility) and 7710 (Security), only the employees concerned working directly with clients presenting serious behavioural disorders receiving care and services in the above-mentioned 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 The specific activity centres or sub-centres authorized by the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) under Schedule 4 of ministerial circular 2013-022 are also covered by this letter of agreement as long as they continue to provide care and services to clients presenting a serious behavioural disorder.

4.03 If the number of an activity centre or sub-centre is changed during the life of the collective agreement, the CPNSSS notifies the union and the list is updated.

LETTER OF AGREEMENT 34

REGARDING GRIEVANCES FILED BEFORE MAY 14, 2006

1- Despite the provisions of clauses 11.40 and 11.42 of the collective agreement, if a grievance filed before May 14, 2006 is settled or withdrawn without any days of hearings having been held, regardless of whether it was put on the Registry, the arbitrator's fees and expenses are not charged to the union or the employee.

2- It is agreed that the provisions on arbitration costs stipulated in the article on arbitration in the 2000-2003 collective agreement apply for up to a maximum of five thousand (5,000) grievances filed before May 14, 2006, regardless of whether they were put on the Registry. However, grievances on a dismissal or medical arbitration under clause 11.38 of the collective agreement are not counted in the five thousand (5,000) grievances.

The local union notifies the registrar of grievances filed before May 14, 2006 on which hearings have begun. The registrar informs the arbitrator that the provisions of the 2000-2003 collective agreement on arbitration costs apply. Once the number of five thousand (5,000) grievances is reached, the registrar so informs the parties' representatives at the Registry.

LETTER OF AGREEMENT 35

REGARDING THE ADDITION OF STAFF, UPGRADING OF POSITIONS TO FULL-TIME, INCUMBENCY, CERTAIN TERMS AND CONDITIONS FOR MAKING FULL-TIME ATTRACTIVE AND FOR THE USE OF OVERTIME, AVAILABILITY OUTSIDE NORMAL WORKING HOURS AND INDEPENDENT LABOUR FOR NURSING AND CARDIO-RESPIRATORY CARE PERSONNEL

CONSIDERING the particular nature of the work done in services in which service is provided by nursing and cardio-respiratory care employees twenty-four (24) hours a day, seven (7) days a week;

CONSIDERING the reality of the use of overtime, availability outside normal working hours and independent labour in the nursing and cardio-respiratory care class of personnel;

CONSIDERING that the parties want to continue efforts to reduce the use of overtime, availability outside normal working hours and independent labour;

CONSIDERING that the parties want to maintain the contribution made by the public health and social services sector workforce and give preference to having work done in house;

The parties agree as follows:

SECTION I ADDITION OF STAFF

1. Residential and long-term care centres (CHSLDs)

A total of one thousand (1,000) full-time equivalents will gradually be added across the entire health and social services system to increase staffing levels in the nursing and cardio-respiratory care class of personnel working at public and private CHSLDs under agreement, in order to support care teams and improve care and services for seniors.

The plan for distributing the additional staff among the various institutions in the health and social services system will be sent to the FSSS-CSN as soon as possible. The distribution plan is subject to change, however, and the FSSS-CSN will be informed of any changes in advance.

2. Other services provided 24/7, excluding CHSLDs

A total of five hundred (500) full-time equivalents will gradually be added across the entire health and social services system to increase staffing levels in the nursing and cardio-respiratory care class of personnel working in services provided twenty-four (24) hours, a day seven (7) days a week, with priority to medicine-surgery, in order to support care teams and improve public care and services.

The plan for distributing the additional staff among the various institutions in the health and social services system will be sent to the FSSS-CSN as soon as possible. The distribution plan is subject to change, however, and the FSSS-CSN will be informed of any changes in advance.

SECTION II UPGRADING OF POSITIONS TO FULL-TIME

1. Target percentage of full-time positions

The parties set themselves the objective of reaching a percentage of full-time positions in each group of job titles and each service equal to:

a) 80% for each CHSLD service at an institution;

b) 80% for each emergency service at an institution;

c) 80% for each obstetrical care (mother-child) unit service at an institution;

d) 70% for each service at an institution in which service is provided twenty-four (24) hours a day, seven (7) days a week, with the exception of those mentioned above in paragraphs a), b) and c).

The above-mentioned percentages of full-time positions are calculated as a percentage of the total number of employees holding positions.

2. Process of upgrading positions to full-time

The process of upgrading positions to full-time is implemented as follows:

a) Within sixty (60) days of the date the collective agreement comes into force, the following steps take place simultaneously:

- The employer posts all vacant positions (full-time and part-time) as full-time in the services covered by Article 1 of Section II of this letter of agreement;

- The employer offers all part-time employees the opportunity to upgrade to full-time in the same service and shift. Employees who agree to this are confirmed as full-time employees no later than sixty (60) days following their acceptance.

b) Within eight (8) months of the date the collective agreement comes into force, the employer once again carries out the exercise to upgrade positions to full-time according to the process in paragraph a) above, for each group of job titles and each service in which the percentage of full-time positions has not been met, as applicable.

c) When the step in paragraph b) is complete, the employer posts vacant full-time positions for each group of job titles and each service in which the percentage of full-time positions has not been met, as applicable.

d) Within eighteen (18) months of the date the collective agreement comes into force, the employer once again carries out the exercise to upgrade positions to full-time according to the process in paragraph a) above, for each group of job titles and each service in which the percentage of full-time positions has not been met, as applicable.

e) Once the target percentage of full-time positions is met according to the terms of Article 1 of Section II of this letter of agreement, the employer ensures this percentage is maintained. Consequently, posting of part-time positions for a group of job titles for services covered by Article 1 of Section II of this letter of agreement is only possible if the target percentage is met.

The union party undertakes to recommend the upgrading process to its affiliated unions in order to reach the targets for full-time positions in Article 1 of Section II of this letter of agreement, notwithstanding any local and national provisions in the collective agreement or any individual agreements.

SECTION III INCUMBENCY FOR PART-TIME EMPLOYEES

Within six (6) months of the date the collective agreement comes into force, the employer carries out the upgrading of positions in accordance with the provisions of clause 2.01 of Appendix V, subject to the exceptions provided in clause 1.02 of Appendix V.

To carry out the incumbency process, the local parties undertake to identify terms and conditions for application that provide the staff needed to deliver care and services in a way that is balanced between the various services.

SECTION IV 9/14 SCHEDULE FOR EMPLOYEES WHO HOLD FULL-TIME POSITIONS AND WORK A STEADY EVENING SHIFT

The local parties may agree under a local arrangement to allow an employee who holds a full-time position and works a steady evening shift whose regular work week is spread over five (5) days in a service in which service is provided twenty-four (24) hours a day, seven (7) days a week, to have a work time arrangement with a schedule of nine (9) days of work per fourteen (14)-day period.

In all cases, such local arrangements must not entail any additional cost.

An employee who wants to have a schedule of nine (9) days of work per fourteen (14)-day period for twenty-four (24) fourteen (14)-day periods obtains one (1) paid day off per fourteen (14)-day period, as follows and in the following order:

i. by converting nine (9) statutory holidays and three (3) days of sick leave into paid time off for the equivalent of twelve (12) fourteen (14)-day periods;

ii. and by converting part of the enhanced evening shift premium into paid time off for the equivalent of twelve (12) days for twelve (12) fourteen (14)-day periods.

    For the purpose of applying the previous paragraph, the rate for converting evening shift premium into paid time off is as follows:

    - 6% equals twelve (12) days.

When an employee ceases to be covered by this letter of agreement in the course of a year, the reduction in the number of statutory holidays and days of sick leave provided for in paragraph i) of this section is prorated to the time between the last anniversary date of the implementation of the letter of agreement for the employee in question and the termination date, compared to a full year.

In such a case, the employer also pays an employee working on a steady evening shift an amount corresponding to the part of the premium that has not been converted, prorated to the number of days worked between the anniversary date of the implementation of the letter of agreement for the employee and the termination date in relation to the number of days of work included in this period. For the purpose of this clause, days of leave stemming from the application of paragraphs i) and ii) of this section, as the case may be, are deemed to be days worked.

By December 15 of each year, the employer makes the necessary monetary adjustments, as the case may be, in respect of the enhanced evening shift premium used or not used for the purpose of conversion into paid time off.

SECTION V ATTRACTION AND RETENTION PREMIUMS FOR EMPLOYEES WHO HOLD A FULL-TIME POSITION AND WORK AN EVENING, NIGHT OR ROTATING SHIFT

An employee who has a full-time position and works an evening or night shift and works in a service in which service is provided twenty-four (24) hours a day, seven (7) days a week receive a premium for each hour worked, determined as follows:

a) Evening shift:

- three per cent (3%) of the hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, starting on the date the collective agreement comes into force;

- an additional one per cent (1%) of the hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, once the target of 70% full-time positions is met in each institution for services in which service is provided twenty-four (24) hours a day, seven (7) days a week, notwithstanding the established percentage for upgrading positions to full-time provided for in Section II of this letter of agreement.

  The above-mentioned percentage of full-time positions is calculated as a percentage of the total number of employees holding positions.

This premium is payable for hours eligible for the evening shift premium provided for in clause 9.07, in addition to the evening shift premium or enhanced evening shift premium, as the case may be.

b) Night shift:

- two per cent (2%) of the hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, starting on the date the collective agreement comes into force;

- an additional one-half of one per cent (0.5%) of the hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O, once the target of 70% full-time positions is met in each institution for services in which service is provided twenty-four (24) hours a day, seven (7) days a week, notwithstanding the established percentage for upgrading positions to full-time provided for in Section II of this letter of agreement.

  The above-mentioned percentage of full-time positions is calculated as a percentage of the total number of employees holding positions.

This premium is payable for hours eligible for the night shift premium provided for in clause 9.07, in addition to the night shift premium or enhanced night shift premium, as the case may be.

The employer grants the applicable premium, as the case may be, to an employee holding a full-time position on rotating shifts for each hour worked on the evening or night shift.

For the purpose of the employee's remuneration, clause 8.40 applies to the attraction and retention premiums provided for in this section and the premiums are not considered in the calculation of the monetary compensation provided in Article 7 of Appendix A.

The attraction and retention premiums end on March 30, 2023.

SECTION VI IMPLEMENTATION AND MONITORING OF THE LETTER OF AGREEMENT

1. Local implementation and monitoring

The labour relations committee provided in Article 36 of the collective agreement is mandated to monitor the implementaton of this letter of agreement with a view to improving team stability.

The labour relations committee is also mandated to monitor the use of overtime, availability outside normal working hours and independent labour. The following terms and conditions apply:

- The labour relations committee agrees on relevant information to be provided to the union so that the union can analyse the situation;

- As part of this process, where applicable, each party proposes alternatives or suggestions with respect to the use of independent labour, particularly on the day shift, overtime and availability outside normal working hours.

2. National implementation and monitoring

The parties undertake to work collaboratively with the Ministère de la Santé et des Services sociaux to identify best practices and innovations on issues related to the retention of nursing and cardio-respiratory care personnel, recruitment, and full-time staff percentages.

Within sixty (60) days of the date the collective agreement comes into force, the parties will set up a national working committee to monitor implementation of this letter of agreement.

The committee’s mandates are to:

- determine and evaluate labour indicators, in particular, rates of absenteeism, of overtime and of use of independent labour, and hours of availability outside normal working hours;

- monitor progress on the addition of staff, maintenance of the percentage of full-time positions and the impact of these measures on rates of overtime and use of independent labour, as well as hours of availability outside normal working hours;

- collaborate on identifying ways of encouraging deployment of the addition of staff, maintenance of the percentage of full-time positions and reduction in overtime, availability outside normal working hours and the use of independent labour;

- monitor and evaluate overtime practices and utilization, use of independent labour and availability outside normal working hours, and identify ways to reduce their use;

- collaborate on identifying ways of promoting and encouraging the full-time position staffing process;

- make recommendations to the bargaining parties to ensure that the targets in this letter of agreement are reached and maintained, particularly with respect to the percentage of full-time positions and the steps to reduce the use of overtime, availability outside normal working hours and independent labour;

- produce a preliminary report by December 31, 2021;

- produce a final report on the work by December 31, 2022.

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party. Either party may bring in an additional person if needed.

LETTER OF AGREEMENT 36

REGARDING WORK-TIME ARRANGEMENTS

1. Scope

1. The provisions of this letter of agreement apply to employees holding a full-time position with a regular work week distributed over five (5) days who work on the evening or night shift or on rotating shifts. They also apply to employees working on the day shift who have three (3) or more years of experience.

Work-time arrangements are made on an individual and voluntary basis.

2. Terms and conditions for work-time arrangements

The local parties negotiate the terms and conditions for implementing work-time arrangements, in particular:

- the implementation date;
- the duration of requests for work-time arrangements;
- what is done with the day or days freed up by an employee holding a full-time position, with priority being given to employees in the department or service, or as otherwise agreed upon by the local parties.

A. Day or evening shift

An employee holding a full-time position on the evening shift who wishes to have a schedule of nine (9) days of work per fourteen (14)-day period obtains one (1) paid day off per fourteen (14)-day period by converting twelve (12) statutory holidays, ten (10) days of annual leave and three (3) days of sick leave into time off.

The same provisions apply to an employee holding a full-time position on the day shift who has three (3) or more years of service.

B. Night shift

a) An employee holding a full-time position on the night shift who wishes to have a schedule of nine (9) days of work per fourteen (14)-day period obtains one (1) paid day off per period of fourteen (14) days by converting the night shift premium into time off. In such a case, the provisions of clauses 1.02 of Appendix L apply.

b) An employee holding a full-time position on the night shift who wishes to have a schedule of eight (8) days of work per fourteen (14)-day period has two (2) days of paid leave per fourteen (14)-day period:

i) by converting part of the night shift premium into the equivalent of twenty-five (25) days of time off;

ii) and by converting eleven (11) statutory holidays, ten (10) days of annual vacation leave and four (4) days of sick leave into time off;

iii) An employee who can obtain more than twenty-five (25) days by converting all of their night shift premium may:

- convert all the surplus days so as to reduce by a corresponding number the days of annual vacation leave stipulated in sub-paragraph ii). If applicable, the residual amount representing a fraction of a day that does not constitute a full day is paid;

  or

- be paid the part of the night shift premium that is not converted within a maximum of thirty (30) days of the anniversary date for the implementation of work-time arrangements for the employee in question.

For the purpose of applying this sub-paragraph, surplus days are established as follows:

- for the 14% premium: 2 days;
- for the 15% premium: 3.7 days;
- for the 16% premium: 5.3 days.

iv) During any absence for which an employee receives remuneration, benefits, allowances or indemnities, their pay or the pay used to establish the benefits or indemnity, as the case may be, is reduced during the absence by the percentage of the night shift premium that would be applicable under paragraph B of clause 9.06 of the collective agreement.

This sub-paragraph does not apply to the following absences:

a) statutory holidays;
b) annual vacation leave;
c) maternity, paternity or adoption leave;
d) absence for disability, from the sixth (6th) working day on;
e) absence for an employment injury recognized as such in accordance with the provisions of the Act respecting industrial accidents and occupational diseases (CQLR c A-3.001);
f) additional days of leave paid under sub-paragraphs i) or ii).

C. Rotating shifts

An employee holding a full-time position on rotating shifts may only take advantage of work-time arrangements for the portion of time worked on the evening or night shift. The applicable terms and conditions are those provided for full-time positions on evenings or nights, prorated to the time worked on those shifts.

Despite the above, an employee with three (3) or more years of experience may take advantage of work-time arrangements for the portion of time worked on the day shift too.

D. Reconciliation of time

When an employee ceases to be covered by this letter of agreement in the course of a year, the reduction in the number of days of sick leave and annual leave provided for in paragraph A or sub-paragraph ii) of paragraph B is prorated to the time between the last anniversary date of the implementation of the letter of agreement for the employee in question and the termination date, compared to a full year.

In such a case, the employer also pays an employee working on the night shift an amount corresponding to the part of the premium that has not been converted, prorated to the number of days worked between the anniversary date of the implementation of the letter of agreement for the employee and the termination date in relation to the number of days of work included in this period. For the purpose of this clause, days of leave stemming from the application of sub-paragraphs i) and ii) of paragraph B are deemed to be days worked.

E. Status of a part-time employee who replaces on the shifts freed up

An employee holding a part-time position who replaces on the shifts freed up by the full-time employee continues to have the status of part-time employee unless the local parties agree otherwise.

F. Termination of the implementation of work-time arrangements

If the day or days freed up by the employee benefiting from work-time arrangements are no longer worked by someone else for a period of at least fifteen (15) days, the employer may terminate work-time arrangements after giving the employee in question fifteen (15) days' notice.

LETTER OF AGREEMENT 37

REGARDING EMPLOYEES WORKING FOR AN INSTITUTION IN THE FAR NORTH

ARTICLE 1 INTERIM ANNUAL ALLOWANCE

1.01 From the date the collective agreement comes into force to March 30, 2023, an employee holding a job title in any of the following classes of personnel:

- technicians and professionals in the office personnel and administrative technicians and professionals class of personnel;
- technicians and professionals in the health and social services technicians and professionals class of personnel;

working in an institution concerned in the Far North receives an interim annual recruitment and continued employment allowance (interim allowance). The amount of this interim allowance is set on the basis of the sector where the employee works and their years of continuous service in an institution in the Far North.

The annual amount of the interim allowance is established as follows:

	Less than one (1) year of continuous service in an institution in the Far North	**Between one (1) and three (3) years of continuous service in an institution in the Far North**	**Three (3) or more years of continuous service in an institution in the Far North**
Sector III The communities covered are Mistissini, Ouje-Bougoumou, Chisasibi, Waswanipi.	$5,000	$7,000	$9,750
Sector IV The communities covered are Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvimituq, Umiujaq, Kuujjuaq, Kuujjuarapik, Whapmagoostui.	$6,000	$8,000	$10,750
Sector V The communities covered are Tasiujaq, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Umiujaq, Salluit.	$7,000	$9,000	$11,750

1.02 For the first (1st) period of application, the interim allowance is prorated to the length of time between the date the collective agreement comes into force and the end of the current financial year compared to the total length of this financial year.

ARTICLE 2 TERMS AND CONDITIONS OF APPLICATION

2.01 Years of continuous service accumulated at an institution in the Far North by an employee already employed by the institution on the date the collective agreement comes into force are recognized. Subsequently, one year of additional continuous service for the purpose of determining the amount of the employee's interim allowance is recognized on July 10 of each year.

2.02 If an employee is hired between the date the collective agreement comes into force and September 30, 2023, the number of years of continuous service is calculated from the employee's date of hiring by the institution in the Far North. Subsequently, one year of additional continuous service for the purposes of determining the amount of the employee's interim allowance is recognized on the anniversary of their hiring date.

2.03 The interim allowance is divided and paid each pay period.

2.04 A part-time employee receives the amount of the interim allowance prorated to hours remunerated.

2.05 The amount of the interim allowance is prorated to the length of the employee's assignment if the assignment is for less than one year.

2.06 The employer ceases to pay the interim allowance if the employee intentionally leaves the territory during remunerated leave or absence of more than thirty (30) days. The allowance is, however, maintained as if the employee were at work during absences for annual vacation leave, statutory holidays, sick leave, maternity leave, paternity leave, adoption leave, protective leave or an industrial accident or occupational disease.

2.07 An employee on unpaid leave is not entitled to the interim allowance.

2.08 An employee who uses the provisions of Article 34 of the collective agreement (Leave with deferred pay plan) or Letter of Agreement no. 39 (Plan for leave for family-work-studies with averaging of pay) cannot ask for a postponement of the interim allowance.

2.09 The amount of the interim allowance is non-contributory for pension plan purposes.

LETTER OF AGREEMENT 38

REGARDING MODIFICATION OF THE LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALES IN THE HEALTH AND SOCIAL SERVICES NETWORK AND THE INCREASE IN THE NORMAL WORK WEEK FOR THE REHABILITATION ASSISTANT, MEDICO-LEGAL INTERVENTION OFFICER AND PSYCHIATRIC INTERVENTION OFFICER JOB TITLES

On the date the collective agreement comes into force, stipulate in the List of job titles, job descriptions and salary rates and scales in the health and social services network (the List of job titles) that the number of weekly hours of work is increased to 36.25 hours for the rehabilitation assistant (3462) and medico-legal intervention officer (3544) job titles and to 37.5 hours for the psychiatric intervention officer (3543) job title.

Notwithstanding clause 8.22 of the collective agreement, the work week for employees whose number of weekly hours of work is currently lower than the number provided in this letter of agreement is increased without a local agreement.

The changes to the List of job titles stipulated in this letter of agreement are exempted from the procedure for modifying the List of job titles provided for in Article 31 of the collective agreement.

LETTER OF AGREEMENT 39

REGARDING THE PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING

ARTICLE 1 DEFINITION

The plan for leave for family-work-studies balance with pay averaging is aimed at allowing an employee to average their pay over a defined period of time so as to take the leave for family-work-studies balance provided for in Article 4.

The purpose of the plan for leave for family-work-studies balance with pay averaging is not to provide benefits in retirement, nor to defer income tax. This plan is not a prescribed plan under tax regulations.

This plan includes a period of contributions by the employee, on the one hand, and a period of leave on the other.

ARTICLE 2 LENGTH OF THE PLAN

The length of a plan for leave for family-work-studies balance with pay averaging is six (6) or twelve (12) months unless it is extended following the application of paragraph g) of Article 7. The plan's length includes the period of leave.

ARTICLE 3 LENGTH OF THE LEAVE

The length of the leave is from one (1) to eight (8) consecutive weeks, which cannot be split.

ARTICLE 4 REASONS FOR USING THE PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING

a) Family reasons

An employee may apply for a plan for leave for family-work-studies balance with pay averaging when they are required to be present with their child, spouse, spouse's child, father or mother, father's or mother's spouse, brother, sister or grandparent because of:

- a serious accident or illness;
- end-of-life care;
- death abroad;
- a severe handicap;
- another family situation on which the parties agree in local arrangements.

b) Study reasons

An employee can apply for the plan for leave for family-work-studies balance with pay averaging to:

- do a practical training placement in an institution in the health and social services system;

- pursue academic work and studies related to a job title in the List of job titles, job descriptions and salary rates and scales in the health and social services network.

Leave for studies must be taken during the final weeks of the plan.

To apply for the plan, the employee must meet the eligibility conditions set out in Article 5.

ARTICLE 5 ELIGIBILITY CONDITIONS

To be eligible for the plan for leave for family-work-studies balance with pay averaging, an employee must meet the following conditions:

a) hold a position;

b) have completed one year of service;

c) apply in writing, specifying:

- the length of participation in the plan;
- the length of the leave;
- when the leave will be taken;
- the reason for family-work-studies balance as set out in Article 4.

These terms and conditions must be agreed upon with the employer and recorded in the form of a written contract that also includes the provisions of this plan.

d) provide a relevant supporting document for the application, corresponding to one of the reasons set out in Article 4;

e) not be on disability leave, leave related to parental rights, leave without pay, leave with deferred pay, work-time arrangements or a four (4)-day work schedule when the contract becomes effective.

ARTICLE 6 RETURN FROM LEAVE

At the end of the leave, an employee may return to their position or to the assignment that they had when they went on leave if the assignment continues at the time of the return to work.

An employee cannot decide to end their leave unilaterally with a view to resuming their position or assignment. The parties may, however, agree in local arrangements on conditions for an early return to work by the employee, in which case the provisions of paragraph l) in Article 7 apply.

In all cases, if the position that the employee held when they went on leave is no longer available, the employee must use the provisions on the bumping and/or layoff procedure set out in Article 14 of the collective agreement.

ARTICLE 7 TERMS AND CONDITIONS OF IMPLEMENTATION

a) Pay

For the duration of the plan, the employee receives a percentage of the pay on the applicable pay scale that they would receive if they were not participating in the plan, including, if applicable, responsibility premiums, supplements and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D, Article 8 of Appendix N or Article 2 of Appendix O. The applicable percentage is determined in accordance with the following chart:

LENGTH OF THE LEAVE	LENGTH OF THE PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING	
	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%

Other premiums are paid to the employee in accordance with the provisions of the collective agreement providing they are normally entitled to them, just as if they were not participating in the plan. During the period of leave, however, the employee is not entitled to these premiums.

During the leave, the employee cannot receive any other remuneration from the employer.

b) Pension plan

During leave of no more than thirty (30) days, the employee continues to participate in the pension plan.

In the case of leave for more than thirty (30) days, the employee may continue to participate in their pension plan if they pay all the required contributions.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the pay that they would receive if not participating in the plan, and the employee’s service and eligible earnings are therefore recognized for the period during which they participate in the pension plan.

c) Seniority and experience

During the period of leave, the employee retains and accumulates seniority and experience.

d) Annual vacation leave

During the period of leave, an employee is deemed to accumulate service for annual vacation leave purposes.

For the duration of the plan for leave for family-work-studies balance with pay averaging, annual vacation leave is remunerated at the percentage of pay set out in paragraph a) of Article 7.

The employee is deemed to have taken the annual quantum of paid vacation leave to which they are entitled, prorated to the length of the leave.

e) Sick leave

During the period of leave, an employee is deemed to accumulate days of sick leave.

For the duration of the plan, days of used or unused sick leave are remunerated in accordance with the percentage set out in paragraph a) of Article 7.

f) Disability insurance

If a disability occurs during the plan for leave for family-work-studies balance with pay averaging, the following provisions apply:

1- If the disability occurs during the leave, it is deemed not to have occurred. If the employee is still disabled at the end of the leave, after exhausting the waiting period they receive disability insurance benefits equal to 80% of the percentage of pay set out in paragraph a) of Article 7, in accordance with the provisions of clause 23.17 of the collective agreement. If the contract ends while the employee is still disabled, full disability insurance benefits apply.

2- If the disability occurs before the leave is taken, after exhausting the waiting period the employee receives disability insurance benefits equal to 80% of the percentage of pay set out in paragraph a) of Article 7, in accordance with the provisions of clause 23.17 of the collective agreement. If the employee is still disabled on the date the leave is scheduled to begin, this amounts to an abandonment of the plan, and the provisions of paragraph l) of Article 7 apply.

3- If the disability occurs after the leave, after exhausting the waiting period the employee receives disability insurance benefits equal to 80% of the percentage of pay set out in paragraph a) of Article 7, in accordance with the provisions of clause 23.17 of the collective agreement. If the employee is still disabled at the end of the plan, they then receive full disability insurance benefits.

g) Leave without pay or absence without pay

If the total number of days of leave without pay or absence without pay is five (5) days or less during the plan for leave for family-work-studies balance with pay averaging, the employee's participation in the plan is extended by as many days as there are days of leave without pay or absence without pay during this period.

If the total number of days of leave without pay or absence without pay is more than five (5) days during the plan, this situation results in the abandonment of the plan, and the provisions of paragraph l) of Article 7 apply.

h) Leave with pay

For the duration of the plan for leave for family-work-studies balance with pay averaging, leave with pay not provided for in the letter of agreement is paid in accordance with the percentage of pay set out in paragraph a) of Article 7.

Leave with pay that occurs during the leave portion is deemed to have been taken.

i) Floating days off

During the leave, an employee is deemed to accumulate service for the purpose of floating days off.

For the duration of the plan, floating days off are remunerated at the percentage of pay set out in paragraph a) of Article 7.

j) Maternity, paternity or adoption leave or protective leave or reassignment

If an employee takes maternity, paternity or adoption leave or protective leave or reassignment during the plan for leave for family-work-studies balance with pay averaging, such leave results in the abandonment of the plan for leave for family-work-studies balance with pay averaging, and the provisions of paragraph l) of Article 7 apply.

k) Layoff

If the employee is laid off, the contract is terminated on the date of the layoff, and the provisions of paragraph l) of Article 7 apply.

If, however, the employee has job security under clause 15.03, they continue to participate in the plan as long as they remain employed. If this is not the case, the contract is terminated on the date on which employment ends, and the provisions of paragraph l) of Article 7 apply.

l) Breach of contract due to termination of employment, retirement, abandonment or death

1- If the leave has been taken, the employee must reimburse, without interest, the pay received during the leave, prorated to the time left in the plan in relation to the period of contributions.

2- If the leave has not been taken, the employee is reimbursed, without interest, an amount equal to the contributions retained on their pay up until the time of the breach of contract.

3- If the leave is in progress, the amount owed by either party is calculated as follows: the amount received by the employee during the leave minus the amounts already deducted from the employee's earnings in fulfilment of the contract. If the balance is negative, the employer reimburses it to the employee (without interest); if the balance is positive, the employee reimburses it to the employer (without interest).

m) Dismissal

If the employee is dismissed during the plan, the contract ends on the effective date of the dismissal. The conditions set out in paragraph l) of Article 7 apply.

n) Recovery of amounts owed

In the event of a breach of contract, the amounts owed are payable within ten (10) days of being claimed. Furthermore, if the employee owes amounts to the employer, the latter may recover the amounts owed to it from the employee's final pay. If this amount is insufficient, the balance becomes a debt payable in full by the employee or their heirs within ten (10) days of notification of the employer's claim being sent to the employee's last known address. Failing payment, interest at the legal rate is then due.

The parties may modify the conditions for recovery in this paragraph through local arrangements.

o) Part-time employees

An employee holding a part-time position may apply for the plan for leave for family-work-studies balance with pay averaging for family or study reasons as defined in Article 4.

When the leave is taken at the start of the plan for leave for family-work-studies balance with pay averaging, the pay that the part-time employee receives during the leave is based on the number of work hours stipulated for their position and the applicable percentage according to the length of the leave and the plan selected, as set out in paragraph a) of Article 7 of this letter of agreement. At the end of the leave, the employee reimburses the pay received during the leave in equal, interest-free payments from each pay cheque over the remaining duration of the plan.

When the leave is taken during the final weeks of the plan, the pay that a part-time employee receives during the leave is established on the basis of the average number of hours worked, excluding overtime, during their contributions period as set out in the plan.

The remuneration set out in clauses 8.15 and 23.32 of the collective agreement and clause 4.03 of Appendix A are then calculated and paid on the basis of the percentage of pay set out in paragraph a) of Article 7 here.

p) Change of status

An employee whose status changes during a plan for leave for family-work-studies balance with pay averaging may choose one of the following two (2) options:

1- They may terminate the contract, on the conditions set out in paragraph l) of Article 7.

2- They may continue the plan, and are then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking the leave is deemed to remain full-time for the purpose of determining contributions to the plan.

q) Group insurance plans

During leave of no more than thirty (30) days, subject to the provisions of clause 23.14 of the collective agreement, an employee continues to benefit from the basic life insurance plan and continues to

participate in the insurance plans by paying the contributions and premiums required for this as if they were not participating in the plan for leave for family-work-studies balance with pay averaging, all subject to the clauses and stipulations of the insurance contract in force.

During leave of more than thirty (30) days, an employee continues to benefit from the basic life insurance plan and may continue to participate in the insurance plans by paying all the contributions and premiums required themselves, all subject to the clauses and stipulations of the insurance contract in force. However, and subject to the provisions of clause 23.14 of the collective agreement, their participation in the basic health insurance plan is mandatory and the employee must pay the total contributions and premiums required for this.

Regardless of the length of leave, during the plan the insurable pay is that set out in paragraph a) of Article 7. The employee may, however, maintain the insurable pay on the basis of the pay they would receive if they were not participating in the plan by paying the additional applicable premiums.

r) Voluntary transfers

The employee may apply for and obtain a position in accordance with the provisions of the collective agreement, providing that the time left in their leave is such that they can begin work within thirty (30) days of being appointed to the position.

ARTICLE 8 RENEWED ELIGIBILITY FOR A PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING

To apply again for a plan for leave for family-work-studies balance with pay averaging, an employee must, in addition to the provisions in Articles 4 and 5, meet the following two (2) conditions:

1- not have taken more than thirty (30) days of leave without pay within the meaning of clause 18.02 of the collective agreement in the twelve (12) months preceding the new application;

2- have let a period of twelve (12) months pass since the end of the last leave for family-work-studies balance with pay averaging.

The parties may, by local arrangements, modify paragraphs 1 or 2 of this article.

LETTER OF AGREEMENT 40

REGARDING EMPLOYEES IN THE CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS WORKING WITH CLIENTS IN RESIDENTIAL AND LONG-TERM CARE CENTRES

ARTICLE 1 LUMP SUM

From October 24, 2021 to September 30, 2023, an employee in the class of health and social services technicians and professionals working in one or more activity centres or sub-centres listed in Article 2 is entitled to payment of a lump sum for each seven hundred and fifty (750) hours actually worked with clients in residential and long-term care centres.

Hours actually worked include overtime and exclude annual vacation leave, sick leave and other remunerated absences.

The hours worked entitling an employee to a floating day off or monetary compensation in lieu of time off under Appendices A, R and T of the collective agreement are excluded from the accumulation of hours for the purpose of obtaining this lump-sum payment.

For each seven hundred and fifty (750) hours actually worked, an employee concerned receives a lump sum of one hundred and eighty dollars ($180).

The lump sum is paid when the stipulated number of hours is worked, and there is no prorated payment of this lump sum.

The lump sum is not contributory for pension plan purposes.

ARTICLE 2 ACTIVITY CENTRES OR SUB-CENTRES

2.01 The activity centres or sub-centres covered are the following:

- 6060: Nursing care for persons with reduced independence;
- 6160: Assistance care for persons with reduced independence;
- 6270: Residential and long-term care unit for adults with a psychiatric diagnosis;
- 6271: Long-term nursing care – clients formerly in psychiatric institutions;
- 6272: Long-term assistance care – clients formerly in psychiatric institutions;
- 6273: Long-term nursing care – other clients with a psychiatric diagnosis;
- 6274: Long-term assistance care – other clients with a psychiatric diagnosis.

2.02 If the number of an activity centre or sub-centre is modified during the life of the collective agreement, the CPNSSS notifies the union and the list is updated.

LETTER OF AGREEMENT 41

REGARDING PARKING EXPENSES

The parties agree to give the permanent national negotiating committee provided for in Article 33 of the collective agreement the mandate to discuss parking expenses.

LETTER OF AGREEMENT 42

REGARDING CERTAIN EMPLOYEES WHO WERE ENTITLED TO THE INTENSIVE CARE PREMIUM

An employee who is not eligible for the critical care or enhanced critical care premiums or the specific critical care or enhanced critical care premiums and who on the date this collective agreement comes into force was entitled to the daily intensive care premium under Article 3 of Appendix B, Article 9 of Appendices C or D or Article 1 of Appendix N of the FSSS-CSN 2006-2010 collective agreement continues to receive the premium as long as they stay in their position.

The rate of the daily intensive care premium applicable under this letter of agreement is $3.51 for the life of the collective agreement.

An employee who was entitled to the intensive care premium under this letter of agreement in the services cited in clause 9.15 ceases to receive it as of July 10, 2016.

LETTER OF AGREEMENT 43

REGARDING OVERLAPPING PERIODS BETWEEN SHIFTS OF WORK FOR CERTAIN EMPLOYEES

ARTICLE 1

Employees holding the job title of beneficiary attendant or beneficiary attendant team leader receive a premium of 2%.

The premium applies to the hourly rate of pay, increased by the supplement and additional remuneration under Article 2 of Appendix O, if applicable.

ARTICLE 2

Employees on the recall list are also entitled to the provisions of Article 1 of this letter of agreement.

LETTER OF AGREEMENT 44

REGARDING MODIFICATION OF THE LIST OF JOB TITLES FOR CERTAIN TECHNICIAN JOB TITLES

Within thirty (30) days of the date the collective agreement comes into force, 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 network (the List of job titles) to change the requirements for the following job titles:

- contributions technician (2102);
- administrative technician (2101);
- graphic arts technician (2333);
- electronics technician (2369);
- computer technician (2123);
- specialized computer technician (2124).

The draft amendment to the List of job titles must stipulate that the job description is changed to add to the requirements the possibility that an employee can access these job titles if they have:

- a Diploma of College Studies (DEC) combined with a relevant undergraduate university certificate;

  or

- a relevant Attestation of College Studies (AEC) of eight hundred (800) hours or more combined with relevant experience in the field.

Despite the above, for the specialized computer technician (2124) job title, the required four (4) years of relevant experience in the field currently set out in the job description is maintained. For that job title, the draft amendment to the List of job titles must stipulate that the job description is changed to delete the phrase "the equivalence of which is recognized by the appropriate authority."

The changes to these job titles are exempted from the procedure for modifying the List of job titles stipulated in Article 31.

A union, a union group or an employer may ask for an exemption in order to recognize an Attestation of College Studies with fewer than eight hundred (800) hours. To do so, they must send a written request to the Ministère de la Santé et des Services sociaux (MSSS), with reasons, using the form provided for this.

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

The MSSS informs union groups of any request for an exemption that it receives.

LETTER OF AGREEMENT 45

REGARDING THE CREATION OF A WORKING COMMITTEE ON PARENTAL RIGHTS

Within thirty (30) days of the date the collective agreement comes into force, the parties agree to form a working committee under the auspices of the Secretariat of the Conseil du trésor regarding parental rights.

COMMITTEE'S MANDATES

The working committee's mandates are to:

1. analyse the following components of the parental rights plan and make recommendations:

    a) the employer's method of calculating the allowance

    To meet the goal of ensuring income replacement during maternity leave equal to what the employee would receive if they were at work, it is proposed that potential adjustments to the employer's current formula for calculating the allowance be discussed. The formula, based on the employee's basic weekly pay, must take into account the benefits paid under the Québec Parental Insurance Plan (QPIP) and the exemptions from contributions to government plans and the pension plan.

    The basic weekly pay that is to be used in calculating the employer's allowance must also be discussed, particularly in relation to part-time employees.

    b) types of parental leave

    The benefits provided during the period preceding the maternity leave and the advance notice for taking maternity leave are to be examined.

    Within ninety (90) days of the signing of the collective agreement, the parties undertake to relax the obligation for legal adoption in certain situations, particularly for mixed bank adoptions, in order to allow leave to be taken for adoption when the child arrives in the home.

    c) identification of priority union issues

2. examine the issues with the terms and conditions of applying the provisions on parental leave set out in the collective agreement;

3. analyse the provisions on parental rights set out in the collective agreement to ensure that they are consistent with the current legislative framework and that they use inclusive language;

4. identify any parameters or technical terms and conditions and required correspondences to implement these amendments;

5. produce a joint or separate report to be presented to the bargaining parties no later than six (6) months before the collective agreement expires.

COMMITTEE'S COMPOSITION

The working committee is composed of four (4) representatives of the employer party and two (2) representatives each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ) and the Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT 46

REGARDING THE PREMIUM PAID TO CERTAIN SKILLED WORKER JOB

CONSIDERING the problems observed in the attraction and retention of certain skilled worker job titles;

CONSIDERING the shortage of skilled workers in the labour force among the job titles covered by the premium, as noted by the joint committee on skilled workers in its joint report;

CONSIDERING the need to monitor labour market developments in the coming years.

1. Premium paid to certain skilled worker job titles

1.1 An attraction and retention premium of 10% is paid to employees in the following skilled worker job titles until September 30, 2023.

Job titles	Health and social services	School service centres and school boards	Colleges
Electrician	3-6354	2-5104	4-C702
Machinist, Millwright / Millwright specialist/Machinist	3-6353	2-5125	
Master electrician / Electrician, main class / Head electrician	3-6356	2-5103	4-C704
Stationary engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
Carpenter / Shop carpenter / Carpenter-joiner	3-6364	2-5116	4-C707
Painter	3-6362	2-5118	4-C709
Plumber / Pipefitter / Pipefitter/Plumbing mechanic – heating	3-6359	2-5115	4-C706
Millwright (Maintenance mechanic) / Equipment maintenance mechanic	3-6360		4-C719
Heavy vehicle driver / Vehicle and mobile equipment driver, Cl. II	3-6355	2-5308	4-C926
Class I mechanic		2-5106	
Garage mechanic / Class II mechanic	3-6380	2-5137	

1.2 This premium is also paid to employees holding the job title of general handyman (3-6388) or certified general handyman (2-5117/4-C708), providing that the employer attests that the employee performs the duties of one of the job titles mentioned in clause 1.1 and that they have the required qualifications.[1]

[1] In addition, for job titles in the field of electricity, stationary engineering and pipefitting, the employee must hold a qualification certificate.

1.3 For employees holding a merged position where one of the regular components of the position is one of the job titles mentioned in clause 1.1, the following condition applies for the purpose of eligibility for the premium:

- The hours worked are remunerated at the higher rate of pay, plus the 10% premium, providing that the employee has actually carried out the duties of a job title mentioned in clause 1.1 for at least fifteen (15) hours during the pay period.

1.4 The premium applies to the hourly rate of pay, as well as the provisions of the collective agreement that stipulate the maintenance of pay during certain absences.

1.5 The provisions of clauses 1.1 to 1.4 take effect on the date the collective agreement comes into force.

2. Creation of a national working committee

2.1 Within one hundred and eighty (180) days before the collective agreement expires, that parties will set up a national working committee under the auspices of the Secretariat of the Conseil du trésor on the shortage of skilled labour and on 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 and boiler insulator	3-6395		
2	Heavy vehicle driver / Vehicle and mobile equipment driver, Cl. II	3-6355	2-5308	4-C926
3	Vehicle and mobile equipment driver, Cl. I			
4	Body worker – painter			
5	Cabinetmaker / Carpenter-cabinetmaker	3-6365	2-5102	4-C716
6	Electrician	3-6354	2-5104	4-C702
7	Tinsmith	3-6369		
8	Bricklayer – mason			
9	Machinist, Millwright / Millwright specialist/Machinist	3-6353	2-5125	
10	Master electrician / Senior electrician / Head electrician	3-6356	2-5103	4-C704
11	Refrigeration machinery master mechanic	3-6366		

#	Job title	Health and social services	School service centres and school boards	Colleges
12	Master plumber / Master pipefitter	3-6357	2-5114	
13	Class I mechanic		2-5106	
14	Garage mechanic / Class II mechanic	3-6380	2-5137	
15	Stationary engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
16	Refrigeration machinery mechanic / Refrigeration engineer / Refrigeration mechanic	3-6352		
17	Millwright (Maintenance mechanic)	3-6360		4-C719
18	Carpenter / Shop carpenter / Framing carpenter	3-6364	2-5116	4-C707
19	General handyman / Certified general handyman	3-6388	2-5117	4-C708
20	Painter	3-6362	2-5118	4-C709
21	Plasterer	3-6368		
22	Plumber / Pipefitter / Pipefitter/Plumbing mechanic – heating	3-6359	2-5115	4-C706
23	Airport attendant			
24	Locksmith	3-6367	2-5120	
25	Welder / Blacksmith-welder	3-6361	2-5121	
26	Glazier-installer-mechanic		2-5126	

2.2 The national working committee's mandates are to:

a) analyse the effects of the premium on the attraction and retention of the job titles concerned on the basis of quantitative and qualitative analyses, in particular consultations conducted with unions and managers in institutions as well as on the basis of an analysis of the following indicators:

   i. changes in the number of individuals;
   ii. the retention rate;
   iii. the precarious job status rate;
   iv. overtime hours.

b) analyse the attraction and retention of employees in job titles mentioned in clause 2.1 of this letter of agreement that are not covered by the premium in relation to organizational needs in a significant proportion of institutions in the parapublic sector;

c) analyse the labour shortage developments observed in the skilled worker job market on the basis of quantitative and qualitative data, particularly by updating the indicators used by the working committee on the labour situation for skilled workers in Quebec's job market established during the 2020-2023 collective bargaining;

d) assess the pertinence of maintaining or modifying the 10% premium after the expiry date or broadening it to job titles listed in clause 2.1 of this letter of agreement, as the case may be;

e) make joint or separate recommendations to the bargaining parties no later than ninety (90) days before the collective agreement expires.

2.3 The committee is composed of six (6) representatives of the employer party and two (2) representatives each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ) and the Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT 47

REGARDING MODIFICATION OF THE LIST OF JOB TITLES AND INCREASE IN THE NUMBER OF WEEKLY HOURS OF WORK FOR EMPLOYEES WORKING IN THE COMPUTER SECTOR

Within thirty (30) days of the date the collective agreement comes into force, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to submit draft amendments to the List of job titles, job descriptions and salary rates and scales in the health and social services network (the List of job titles) to add a reference to forty (40) hours of weekly work for the following job titles:

- computer analyst (1123);
- specialized computer analyst (1124);
- computer technician (2123);
- specialized computer technician (2124);
- data processing operator, Class I (5108);
- data processing operator, Class II (5111).

The changes to these job titles are exempted from the procedure for modifying the List of job titles stipulated in Article 31.

Terms and conditions

Within sixty (60) days of the date the collective agreement comes into force, the employer offers all employees holding full-time positions the opportunity to upgade their position to forty (40) hours of weekly work.

The employer also offers employees holding part-time positions the opportunity to upgrade their position to forty (40) hours of weekly work, prorated for the number of hours in the position they hold.

No more than sixty (60) days after the employee agrees, the employer confirms to the employee that their position is upgraded to (40) hours of weekly work.

Notwithstanding clause 8.22, the number of weekly hours of work for employees whose number of weekly hours of work is currently lower than the number provided in this letter of agreement is increased without a local agreement.

When a position is newly created or becomes vacant, the usual procedure established in the stipulations negotiated and agreed upon at the local level is applicable.

Sixty (60) days before the date on which the collective agreement expires, employees holding part-time or full-time positions are offered the opportunity to upgrade their position to (40) hours of weekly work or to opt for the number of weekly hours of work in their position as provided before the increase.

Upon completion of this final exercise, the employee's choice is permanent.

The terms and conditions for applying this letter of agreement end on March 30, 2023.

LETTER OF AGREEMENT 48

REGARDING THE CREATION OF A WORKING COMMITTEE ON THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

Within thirty (30) days of the date the collective agreement comes into force, the parties agree to form a working committee under the auspices of the Secretariat of the Conseil du trésor regarding the appropriateness of making amendments to the Government and Public Employees Retirement Plan (RREGOP).

COMMITTEE'S MANDATES

The committee's mandates are to:

1. examine the following:

   a) retirement plan parameters and developments

   The parties agree to discuss certain parameters of the RREGOP by considering various elements, including retention of experienced staff on a voluntary basis. The discussions notably include the topics of phased retirement, living benefit, maximum participation age, postponed pension and the interest rate assumption regarding the compensation for actuarial reduction.

   The parties agree to discuss equity among participants and the interaction between the RREGOP and the Québec Pension Plan (QPP).

   The parties agree to discuss the coexistence of RREGOP and the Pension Plan for Management (PPM).

   b) funding

   The parties agree to discuss the terms and conditions of funding of benefits borne by RREGOP participants in line with risk factors such as the plan's increasing maturity and the uncertainty surrounding financial market performance. The discussions notably include the following:

   - a funding approach using differentiated investment policies;
   - the operation of the stabilization fund;
   - use of margins for adverse deviations.

2. produce a joint or separate report to be presented to the bargaining parties no later than six (6) months before the collective agreement expires.

COMMITTEE'S COMPOSITION

The working committee is composed of six (6) representatives of the employer party and two (2) representatives each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ) and the Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT 49

REGARDING LEGAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR

The increase in pay for employees with the job title of legal secretary in echelons 6 to 9 of their pay scale at the time of the integration on April 2, 2019 under Letter of Agreement no. 49 regarding legal secretaries in the health and social services sector (5321) of the 2016-2020 collective agreement is amended on the next date of echelon advancement stipulated in the collective agreement in order to give them access to the next level of increase in pay, until they reach the maximum of 13.57%.

Once an employee has spent one (1) year at echelon 6, they are entitled to the increases listed below on the date of echelon advancement stipulated in the collective agreement until they reach the maximum of 13.57%.

Legal secretary (5321)

Percentage increase

Echelon	Pay increase
1	0.00%
2	0.00%
3	0.00%
4	0.00%
5	0.00%
6	0.00%
1 year at echelon 6	3.66%
2 years at echelon 6	6.72%
3 years at echelon 6	9.95%
4 years or more at echelon 6	13.57%

LETTER OF AGREEMENT 50

REGARDING THE CREATION OF A NATIONAL WORKING COMMITTEE ON PROBLEMS WITH THE WORKFORCE, ATTRACTION, RETENTION AND JOB RECOGNITION

Within sixty (60) days of the date the collective agreement comes into force, the parties will set up a national working committee on problems with the workforce, attraction, retention and job recognition.

COMMITTEE'S MANDATES

The committee's mandates are to:

- identify methods for valuing and promoting jobs in the health and social services system;
- take stock of privatization in the health and social services system, including private security services in particular;
- identify issues relating to technological change in the health and social services system;
- identify measures to support the development of skills in the workforce;
- identify solutions to address problems with the workforce, attraction, retention and job insecurity;
- discuss telework.

The committee is to make recommendations to the bargaining parties by June 30, 2022.

Furthermore, the parties may agree to make mid-term recommendations to the bargaining parties.

COMMITTEE'S COMPOSITION

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

The parties may bring in an additional person as needed.

LETTER OF AGREEMENT 51

REGARDING THE CREATION OF A NATIONAL WORKING COMMITTEE ON STABILIZATION OF TEAMS OF BENEFICIARY ATTENDANTS WORKING IN RESIDENTIAL AND LONG-TERM CARE CENTRES (CHSLDs) AND OF HEALTH AND SOCIAL SERVICES AIDES PROVIDING IN-HOME SUPPORT

Within sixty (60) days of the date the collective agreement comes into force, the parties agree to set up a national working committee on stabilization of beneficiary attendant and health and social services aide teams.

COMMITTEE'S MANDATES

The committee's mandates are two-fold:

A) Beneficiary attendants working in residential and long-term care centres (CHSLDs)

- propose potential solutions to promote and encourage stabilization of the teams of beneficiary attendants working in CHSLDs. The parties agree to discuss guidelines to be provided to the local level to ensure that beneficiary attendants can be given full-time positions;

- monitor and analyze staffing levels and additions of staff in order to document the effects on the care and services provided in CHSLDs, as well as on work organization, working conditions and the care teams;

- monitor and analyse various indicators that the parties will endeavour to agree on before the work starts.

B) Health and social services aides providing in-home support

- as appropriate, propose to add required staff to the structure of positions for health and social services aides;

- document and evaluate the issues experienced by health and social services aides in connection with clients living at home, in particular as regards the organization of work and working conditions;

- as appropriate, propose incumbency for health and social services aides providing in-home support;

- explore other possibilities for improving the availability of health and social service aide staff in accordance with the needs of the health and social services system.

The national working committee will make joint or separate recommendations to the bargaining parties on the above-mentioned topics within twelve (12) months following the date the collective agreement comes into force.

COMMITTEE'S COMPOSITION

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

LETTER OF AGREEMENT 52

REGARDING THE EVALUATION OF CERTAIN JOB TITLES

Within one hundred and twenty (120) days of the date the collective agreement comes into force, the parties agree to form a working committee under the auspices of the Secretariat of the Conseil du trésor.

The committee's mandate will be to discuss the evaluation of the following job titles for a period of three (3) months:

- Institutional counsellor (1106);
- Administrative processes specialist (1109).

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the Confédération des syndicats nationaux (CSN).

LETTER OF AGREEMENT 53

REGARDING THE CREATION OF A NATIONAL WORKING COMMITTEE ON WORKLOADS IN THE CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS

Within ninety (90) days of the date the collective agreement comes into force, the parties will set up a national working committee on workoads in the class of health and social services technicians and professionals.

COMMITTEE'S MANDATES

With a view to documenting the conditions of practice for employees in the class of health and social services technicians and professionals, the committee's mandates are as follows:

- determine relevant indicators for evaluating workloads;

- evaluate the workoads of employees in the class of health and social services technicians and professionals based on the indicators identified;

- submit its analyses and recommendations to the bargaining parties no more than twelve (12) months following its establishment.

COMMITTEE'S COMPOSITION

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

Either party may bring in an additional person if needed.

LETTER OF AGREEMENT 54

REGARDING MODIFICATION OF THE LIST OF JOB TITLES AND INCREASE IN THE NUMBER OF WEEKLY HOURS OF WORK FOR EMPLOYEES IN CERTAIN HEALTH AND SOCIAL SERVICES TECHNICIAN AND PROFESSIONAL JOB TITLES

Within thirty (30) days of the date the collective agreement comes into force, 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 network (the List of job titles) to add a reference to 37.50 hours of weekly work for the following job titles:

- human relations officer (1553);
- lawyer (1114);
- educator (2691);
- psycho-educator (1652);
- psychologist (1546);
- specialized education technician (2686);
- social worker (1550).

The changes to these job titles are exempted from the procedure for modifying the List of job titles stipulated in Article 31.

Terms and conditions

Within sixty (60) days of the date the collective agreement comes into force, the employer offers all employees holding full-time positions the opportunity to upgade their position to 37.50 hours of weekly work.

The employer also offers employees holding part-time positions the opportunity to upgrade their position to 37.50 hours of weekly work, prorated for the number of hours in the position they hold.

No more than sixty (60) days after the employee agrees, the employer confirms to the employee that their position is upgraded to 37.50 hours of weekly work.

Notwithstanding clause 8.22, the number of weekly hours of work for employees whose number of weekly hours of work is currently lower than the number provided in this letter of agreement is increased without a local agreement.

When a position is newly created or becomes vacant, the usual procedure established in the stipulations negotiated and agreed upon at the local level is applicable.

Within sixty (60) days before the date on which the collective agreement expires, employees holding part-time or full-time positions are offered the opportunity to upgrade their position to 37.50 hours of weekly work or to opt for the number of weekly hours of work in their position as provided before the increase.

Upon completion of this final exercise, the employee's choice is permanent.

The terms and conditions for applying this letter of agreement end on March 30, 2023.

LETTER OF AGREEMENT 55

REGARDING TRAINING AND SKILLS DEVELOPMENT OF SPECIALTY NURSE PRACTITIONERS

As of the effective date of the collective agreement and until March 30, 2023, the Ministère de la Santé et des Services sociaux (MSSS) will identify an annual national budget equivalent to 0.03% of the total payroll[1] of employees in the class of nursing and cardio-respiratory care personnel from the previous financial year for the purpose of training and skills development of specialty nurse practitioners.

The budget is allocated by the MSSS to each institution based on their specialty nurse practitioner staff numbers.

Transitional clause

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

1. Total payroll is the amount paid in the previous financial year as basic pay, as stipulated in the List of job titles, job descriptions and salary rates and scales in the health and social services network, paid leave, days of sick leave or disability insurance, plus the benefits paid as a percentage (annual vacation leave, statutory holidays, sick leave and, if applicable, disability insurance) to part-time employees. Total payroll does not include supplements, premiums or additional remuneration.

LETTER OF AGREEMENT 56

REGARDING THE FORUM ON EMPLOYEES' GENERAL HEALTH

Within thirty (30) days of the date the collective agreement comes into force, the parties will set up a forum on employees' general health.

FORUM MANDATES

The forum's mandates are to:

1. recommend to the bargaining parties local, regional or national projects that can:

    - support prevention in order to promote occupational health and safety;

    - improve employee wellness in the workplace;

    - reduce the number and length of disability-related absences;

    - improve the return-to-work process following disability, taking into account the employee's condition;

2. recommend to the bargaining parties a prevention project that includes measures for protecting workers from violence by patients or their families;

3. assess training offerings, particularly for intervention, and implement local, regional or national training projects for improving employee health, safety and wellness at work;

4. implement an intervention training program that promotes safe workplace interventions:

    For the purpose of implementing the program, the parties see to the program's content (course plan, frequency of updates, knowledge transfer strategies, etc.);

    The parties agree to prioritize certain sectors in order to accentuate the benefits and focus the discussion;

5. report to the bargaining parties within three (3) months of the expiry of the collective agreement.

The parties may agree to address any other subject related to employees' general health.

From April 1, 2021 to March 30, 2023, the parties have a budget of $5.84 million per fiscal year for the projects.

If the entire budget identified for the year 2021-2022 is not committed, the uncommitted amounts are rolled over to next year. No money may be rolled over past March 30, 2023.

Projects begin no more than three (3) months after being approved by the employer party, following consultation with the FSSS-CSN.

FORUM COMPOSITION

The forum is composed of three (3) representatives of the employer party and three (3) representatives of the union party. Either party may bring in an additional person if needed. At the joint request of the parties, the forum will bring in outside expertise, in particular the Association paritaire pour la santé et la sécurité du travail du secteur des affaires sociales.

LETTER OF AGREEMENT 57

REGARDING THE APPLICABLE RANKING FOR THE SPECIALTY NURSE PRACTITIONER JOB TITLE

CONSIDERING the implementation effective January 25, 2021 of the Act to amend the Nurses Act and other provisions in order to facilitate access to health services, SQ 2020, c 6 (the Act);

CONSIDERING that the Act notably has the effect of allowing specialty nurse practitioners to engage in new professional activities.

The parties agree as follows:

JOB TITLE EVALUATION

- As of January 25, 2021, ranking 28 is applicable to the job title of specialty nurse practitioner (1915);

- The parties agree not to submit the job title evaluation covered by this letter of agreement to the National Jobs Committee provided for in Article 31 of the collective agreement;

- Within ninety (90) days of the date the collective agreement comes into force, the parties agree on the valuation scores for each of the seventeen (17) sub-factors in order to modify the ranking identified in paragraph 1 of this letter of agreement;

- Failing agreement, the scores are determined by the Secrétariat du Conseil du trésor;

- The increase in ranking set out in this letter of agreement does not change the echelon held by affected employees nor the length of time they must remain in that echelon in order to move up the pay scales set out in the collective agreement.

LETTER OF AGREEMENT 58

REGARDING THE LUMP SUM PAID TO NURSING ASSISTANT OR NURSING ASSISTANT TEAM LEADER JOB TITLES

CONSIDERING that nursing assistant and nursing assistant team leaders are just as important a part of the care team as beneficiary attendants;

CONSIDERING that the care team thus established performs complementary assistance care and nursing care duties for the benefit of users in a care unit.

The parties agree as follows:

A lump sum is paid to employees holding nursing assistant (3455) and nursing assistant team leader (3445) job titles whose pay scale rate is less than the flat rate for ranking 9.

The lump sum equals the difference between the flat rate for ranking 9 and the hourly pay rate for employees at echelons 1 or 2.

The lump sum is paid every pay period for each hour remunerated for the nursing assistant (3455) or nursing assistant team leader (3445) job title. Furthermore, it is adjusted based on the employee's progression on the pay scale.

The lump sum is not contributory or eligible for pension plan purposes. Premiums calculated as a percentage do not apply to this lump sum.

This letter of agreement comes into force on the date of application of the flat rate for ranking 9 for the beneficiary attendant (3480) job title, i.e. April 1, 2020.

LETTER OF AGREEMENT 59

REGARDING THE UPDATING AND MODERNIZATION OF THE COLLECTIVE AGREEMENT

For the duration of the collective agreement, the parties agree to mandate the permanent national negotiating committee provided for in Article 33 to update and modernize the collective agreement, to the extent that the negotiating parties so agree.

LETTER OF AGREEMENT 60

REGARDING THE CREATION OF THE PSYCHIATRIC INTERVENTION OFFICER TEAM LEADER, MEDICO-LEGAL INTERVENTION OFFICER TEAM LEADER AND INTERVENTION OFFICER TEAM LEADER JOB TITLES

Within thirty (30) days of the date the collective agreement comes into force, 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 network (the List of job titles) to create the following job titles:

- Intervention officer team leader (3555);
- Medico-legal intervention officer team leader (3554);
- Psychiatric intervention officer team leader (3553).

These job titles will be assigned rank 9.

Within ninety (90) days of the date the collective agreement is signed, the parties endeavour to agree on the valuation scores for each of the seventeen (17) sub-factors in in the evaluation system.

The creation of these job titles is exempted from the procedure for modifying the List of job titles stipulated in Article 31 of the collective agreement.

LETTER OF AGREEMENT 61

REGARDING THE CREATION OF THE BENEFICIARY ATTENDANT TEAM LEADER JOB TITLE

Within thirty (30) days of the date the collective agreement comes into force, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to modify the List of job titles, job descriptions and salary rates and scales in the health and social services network (the List of job titles) in order to create the beneficiary attendant team leader job title.

This job title will be assigned the flat rate at rank 10.

Within ninety (90) days of the date the collective agreement is signed, the parties endeavour to agree on the valuation scores for each of the seventeen (17) sub-factors in in the evaluation system.

The job description for the new beneficiary attendant team leader job title is as follows:

> Person who, while working as a beneficiary attendant, coordinates the activities of a group of beneficiary attendants. This person also sees to their training, focused on learning and integration of knowledge, including methods for moving users safely, infection prevention and control and the relational approach to care.

The creation of this job title is exempted from the procedure for modifying the List of job titles stipulated in Article 31 of the collective agreement.

LETTER OF AGREEMENT 62

REGARDING THE CREATION OF A PARALEGAL JOB TITLE

Within thirty (30) days of the date the collective agreement comes into force, 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 network (the List of job titles) to create the paralegal (2112) job title.

This job title is assigned rank 14.

Within ninety (90) days of the date the agreement is signed, the parties endeavour to agree on the valuation scores for each of the seventeen (17) sub-factors in in the evaluation system.

The creation of this job title is exempted from the procedure for modifying the List of job titles stipulated in Article 31 of the collective agreement.

LETTER OF AGREEMENT 63

REGARDING MEDICAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR

An employee with the job title of medical secretary (5322) starts receiving a 3% premium as of the date that the collective agreement is signed, and continues to do so through March 30, 2023.

The premium applies to the hourly rate of pay, as well as the provisions of the collective agreement that stipulate the maintenance of pay during certain absences.

The percentage of this premium is reduced by any pay adjustment related to a settlement or a decision by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) or other body concerning pay equity complaints, up to a maximum of 3%.

Furthermore, for the purpose of pay equity adjustment payments, as the case may be, amounts paid for the premium will be subtracted from amounts owed by the employer.

In the event of a settlement or decision by CNESST or other body adverse for the complainants, payment of the 3% premium to employees in the medical secretary job title will nevertheless be maintained until March 30, 2023.

LETTER OF AGREEMENT 64

REGARDING ADDITION OF STAFF, STABILIZATION OF TEAMS, AND SUPPORT AND RECOGNITION OF WORKERS WORKING WITH CLIENTS IN YOUTH CENTRES[1]

ARTICLE 1 ADDITION OF STAFF

A total of five hundred (500) full-time equivalents will gradually be added for all youth centres to increase staffing levels in the class of health and social services technicians and professionals in order to support and stabilize work teams and reduce workloads.

The plan for distributing the additional staff among the various institutions in the health and social services system will be sent to the FSSS-CSN as soon as possible. The distribution plan is subject to change, however, and the FSSS-CSN will be informed of any changes in advance.

ARTICLE 2 INCUMBENCY

Scope

2.01 The provisions of this article apply to employees in the class of health and social services technicians and professionals working with clients in youth centres.

These provisions do not apply to job titles that have twenty (20) or fewer full-time equivalents in one bargaining unit.

An employee who meets one of the following criteria may be exempted from the provisions of Article 2 of this letter of agreement:

- is taking full-time studies at a recognized educational institution in a discipline that is the same as or related to the discipline stated in their job description;
- holds a position in another institution in the health and social services sector;
- has a teaching load in a recognized educational institution;
- is fifty-five (55) years of age or older;
- holds a position in the education system.

The parties may agree in local arrangements to add other criteria for waiving the provisions of Article 2 of this letter of agreement and stipulate the terms and conditions applicable to employees concerned by these criteria.

[1] Including the Direction de la protection de la jeunesse (DPJ), but excluding the following services: litigation, background research and reunification, family mediation and the university education system.

Part-time employees

2.02 (This clause replaces clause 1.03 of the collective agreement.)

"Part-time employee" means any employee who works fewer hours than the number provided by their job title. However, a part-time employee holds a position that involves at least twelve (12) shifts of work per period of twenty-eight (28) days. An employee who works the total number of hours provided for their job title on an exceptional basis continues to have part-time employee status.

Incumbency process

2.03 The employer has twelve (12) months from the date the collective agreement comes into force to proceed with incumbency for employees covered by clause 2.01 of this letter of agreement.

Part-time employees whose position has fewer than twelve (12) shifts of work per period of twenty-eight (28) days has their position increased to that number, subject to the exclusions stipulated in clause 2.01 of this letter of agreement.

To carry out the incumbency process, the local parties must agree on terms and conditions that provide the staff needed to deliver care and services in a way that is balanced between the various services.

2.04 (This clause replaces the first (1st) paragraph of clause 15.02 of the collective agreement.)

An employee with less than two (2) years of seniority who is laid off is entitled to employment priority in the health and social services sector. Their names are put on the list of the Service national de main-d'oeuvre (SNMO – national workforce service) and they are reassigned in accordance with the procedures set out in this article.

2.05 An employee with job security who refuses a position or retraining without a valid reason is deemed to have resigned.

2.06 An employee covered by a special measure provided for in Article 14 of the collective agreement who refuses to choose a position through the bumping procedure or otherwise, or who refuses to be transferred, is deemed to have resigned.

2.07 (This clause replaces the provisions on the concept of available position in clause 15.05 of this collective agreement.)

For the purpose of applying this article, a full-time or part-time position is deemed to be available when there are no applicants for the position or when none of the applicants meets the normal requirements of the job in accordance with the provisions on voluntary transfers, or when in accordance with the provisions on voluntary transfers, the position should be awarded to a part-time employee who has less seniority than an employee covered by clause 15.03 and registered with the SNMO.

An institution may not hire a part-time employee with less seniority than an employee covered by clause 15.03 who is registered with the SNMO, or hire an outside candidate for an available full-time or part-time position as long as employees covered by clause 15.03 who are registered with the SNMO can meet the normal requirements of the position.

2.08 The last paragraph of clause 22.18 and the last two (2) paragraphs of clauses 22.29A and 25.09 do not apply to employees covered by this Article 2 of this letter of agreement.

ARTICLE 3 PREMIUM

Employees in the class of paratechnical, auxiliary services and trades personnel assigned to supervision or rehabilitation of clients in youth centres and employees in the class of health and social services technicians and professionals working with clients in youth centres receive a premium of 4% of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration under Article 2 of Appendix O.

Employees covered by this premium cannot receive the lump sum provided for in Letter of Agreement no. 33 (Regarding employees working with clients presenting serious behavioural disorders).

Except for employees entitled to floating days off as provided in Appendix R, an employee holding a full-time position can convert part of the premium into one (1) paid day off per year.

Upon completion of the addition of staff and the incumbency process provided for in articles 1 and 2 of this letter of agreement, employees holding a full-time position in the 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 and conditions are as follows:

- The reference year for the purpose of accumulation is from July 1 to June 30;
- The choice to convert part of the premium into paid days off must be made by the employee no later than thirty (30) days before the start of the reference year;
- Paid days off are taken after agreement with the employer and the days may not be taken continuously;
- At the end of the reference year, paid days off that are not taken are converted to cash.

ARTICLE 4 PREMIUM FOR EMPLOYEES IN THE CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS WORKING IN CERTAIN SECTORS

In addition to the premium provided for in Article 3 of this letter of agreement, employees in the class of health and social services technicians and professionals working in the following sectors receive a premium of 3% of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration under Article 2 of Appendix O:

- Receiving and processing reports (RTS) sector
  5100: Youth reception (YPA-YCJA-HSSSA)

- Reception, evaluation and orientation (AEO) sector
  5200: Evaluation/Orientation and access (YPA-YCJA-HSSSA)

- Enforcement of measures (AM) sector
  5400: Assistance and support for youth and families (YPA-YCJA-HSSSA)

Employees covered by this premium cannot receive the lump sum provided for in Letter of Agreement no. 33 (Regarding employees working with clients presenting serious behavioural disorders).

This premium ends on September 30, 2023.

ARTICLE 5 LOCAL PILOT PROJECTS

The parties agree to establish the following three (3) local pilot projects for employees in the class of health and social services technicians and professionals:

1. Psychosocial sector co-intervention for employees in the job titles of human relations officer (1553) and social worker (1550) in the psychosocial sector in youth centres

   The purpose of this pilot project is to pair new employees with an employee who has the requisite experience with these clients, for a period of time to be determined by the local parties based on the new employee's needs.

2. Pivot worker for employees with job titles working in the psychosocial sector of the youth program

   The purpose of this pilot project is to coordinate and ensure the complementarity of care and services in order to maintain a continuum of services for users and their families, provided by the various professionals and partners involved in the case.

3. Community of practice

   The purpose of this pilot project is to create various supports for practice in order to develop clinical analysis and youth intervention skills. The community of practice will facilitate the sharing of expertise and develop collective knowledge with respect to intervention. It will be coordinated by practitioners with peer-recognized expertise.

The Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) is responsible for implementation, monitoring and evaluation of pilot projects. From April 1, 2021 to March 30, 2023, the CPNSSS has a budget of $89,000.

ARTICLE 6 LOCAL IMPLEMENTATION AND MONITORING

For the duration of the collective agreement, the parties agree to assign the following mandates to the local labour relations committee provided for in Article 36:

- monitor the implementaton of the pilot projects and incumbency process provided for in this letter of agreement, based on identified indicators, with a view to improving team stability;

- submit a report to the national working committee provided for in Article 7 of this letter of agreement by September 30, 2022.

ARTICLE 7 NATIONAL IMPLEMENTATION AND MONITORING

Within sixty (60) days of the date the collective agreement comes into force, the parties will set up a national working committee to monitor implementation of this letter of agreement.

The committee’s mandates are to:

- analyse the impact of the measures provided for in this letter of agreement on the basis of the indicators agreed upon by the parties;

- determine and evaluate labour indicators, in particular rates of absenteeism, of overtime and of use of independent labour;

- monitor achievement of the target to add five hundred (500) full-time equivalents and help research means of achieving the target;

- measure the impact of the premium provided for in Article 4 of this letter of agreement;

- make recommendations to the bargaining parties to ensure that the targets in this letter of agreement are reached and maintained;

- produce a final report on the work by December 31, 2022.

The committee is composed of two (2) representatives of the employer party and two (2) representatives of the FSSS-CSN, each party being allowed to bring in an additional person from time to time.

LETTER OF AGREEMENT 65

REGARDING THE IMPLEMENTATION OF CERTAIN LOCAL PILOT PROJECTS

The parties agree to establish local pilot projects on the following issues:

a) Knowledge transfer upon retirement of certain nursing and cardio-respiratory care employees working in an emergency service;

b) Self-management of work schedules for nursing and cardio-respirary care employees;

c) Atypical weekend schedules.

1. Terms and conditions of pilot projects

a) Pilot projects on knowledge transfer upon retirement of certain nursing and cardio-respiratory care employees working in an emergency service;

The purpose of the pilot projects is to allow an employee who succeeds a retiring emergency service employee to benefit from a period to transfer specific knowledge and expertise needed to perform the duties between the two employees, in accordance with terms and conditions determined by the employer.

The period of the pilot projects is one (1) year and must be completed by March 30, 2023. Agreements regarding the necessary adjustments to the negotiations stipulated and agreed at local level are temporary to allow the pilot projects to be implemented. The local unions are consulted at all phases of the pilot projects.

The Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) is responsible for implementation, monitoring and evaluation of of the measures selected, after consultation with the union party. From April 1, 2021 to March 30, 2023, the CPNSSS has a budget of $80,000 in the form of a number of allocated hours of work.

To obtain funding to implement a pilot project, institutions must, after consulting with the local union, submit their projects for evaluation and approval by the CPNSSS.

b) Pilot projects on self-management of work schedules for nursing and cardio-respirary care employees

The pilot projects will focus in particular on implementing measures that allow employees to participate in developing their schedules, while taking into account other team members and service and user needs.

More specifically, self-management of work schedules enables employees to enter their preference on the schedule based on needs identified by the employer and the number of staff required. Thereafter, the employer conducts an exercise to develop the schedule based on previously identified needs and preferences expressed by employees.

In order to carry out the pilot projects:

a) When institutions determine, after consultation with the local union, that conditions are conducive to implementation of pilot projects in a service, they then develop the pilot projects, identify the employees covered and set a duration, which cannot be more than one (1) year.

b) The local parties set up a joint committee to implement and monitor the pilot projects.

The CPNSSS is responsible for implementation, monitoring and evaluation of of the measures selected, after consultation with the union party. From April 1, 2021 to March 30, 2023, the CPNSSS has a budget of $150,000.

To obtain funding to implement a pilot project, institutions must submit their projects for evaluation and approval by the CPNSSS.

c) Pilot projects for atypical weekend schedules

The purpose of the pilot project is to allow an employee who works in a service in which service is provided twenty-four (24) hours a day, seven (7) days a week to arrange their work schedule in order to work two (2), three (3) or four (4) weekends every three (3) or four (4) weeks for a minimum of three (3) and a maximum of twelve (12) months.

Employees who arrange a weekend schedule in this way receive the following lump sum:

- Fifty dollars ($50) per weekend worked when the schedule is for two (2) weekends out of three (3);

- Seventy-five dollars ($75) per weekend worked when the schedule is for three (3) weekends out of four (4);

- One hundred ($100) per weekend worked when the schedule is for four (4) weekends out of four (4).

Terms and conditions

1) Local parties interested in implementing these pilot projects must make a temporary agreement in this regard.

2) The schedule must include at least twenty-eight (28) regular hours on the shifts between the start of the Friday night shift and the end of the Monday evening shift. It may include spreading work hours over up to four (4) weeks as well as an atypical schedule.

3) Employees who wish to have this type of work schedule when the number of hours for their position or assignment is fewer than twenty-eight (28) hours per week have the number of hours for their position or assignment increased to twenty-eight (28) hours for at least three (3) and no more than twelve (12) months, as the case may be.

4) The employee must have worked all of the hours in their schedule for the period from the start of the Friday night shift and the end of the Monday evening shift, for the three (3) or four (4) week period, depending on the schedule selected.

5) For the purpose of calculating eligibility for the above-mentioned lump sums, only regular hours actually worked are considered. However, the employee does not lose their entitlement to the amounts during an absnece for annual vacation leave or statutory holidays; in this case, the lump sum is prorated for the regular hours actually worked.

6) For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or an employee working on a replacement assignment is the one provided on the new schedule. The regular work week for a full-time employee or an employee replacing them fully is the one provided on the new schedule. For an employee who does replacement work on two (2) kinds of schedules, the regular work week is the one regularly scheduled for the job title.

7) Application of the evening and night shift and weekend premiums provided for in the collective agreement is not modified by this letter of agreement.

8) Non-recurring funding of $1.4M is allocated to ensure payment of the lump sums provided for above at institutions where the FSSS-CSN is certified. The parties will consult and work with each other to determine in which sectors to deploy the pilot projects and which job titles are eligible.

To obtain funding allocated for implementation of these pilot projects, institutions must submit their projects for evaluation and approval by the CPNSSS.

The pilot projects must be completed by March 30, 2023.

2. Creation of a national working committee

Within ninety (90) days of the date the collective agreement comes into force, the parties will set up a national working committee to implement this letter of agreement.

The committee's mandates are to:

- identify indicators specific to each pilot project covered by this letter of agreement;

- analyse the effects of the pilot projects on the basis of quantitative and qualitative anlayses using the indicators previously identified by the committee;

- catalogue best practices in transfer of knowledge and expertise upon retirement of employees;

- catalogue and circulate best practices in self-management of work schedules;

- make recommendations to the bargaining parties;

- submit a final report to the bargaining parties on monitoring of the implementation of the letter of agreement no later than six (6) months after the collective agreement expires.

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party. Either party may bring in an additional person if needed.

LETTER OF AGREEMENT 66

REGARDING THE CREATION OF A NATIONAL WORKING COMMITTEE ON IMPROVING DISPUTE RESOLUTION MECHANISMS, SETTLEMENT OF GRIEVANCES AND ARBITRATION AND MEDICAL ARBITRATION

Within sixty (60) days of the date the collective agreement comes into force, the parties will set up a national working committee on improving dispute resolution mechanisms, settlement of grievances, arbitration and medical arbitration.

COMMITTEE MANDATE

The committee is mandated to work on the following in particular:

- Introduction of a mediation-arbitration mechanism into the collective agreement;

- Prior disclosure of evidence;

- Operation of the Registry and appropriateness of submitting grievances to arbitration pursuant to section 100 of the Labour Code (CQLR, c C-27);

- Review of the grievance procedure, in particular the summary procedure;

- Review of the medical arbitration process, particularly with respect to medical arbitrators' mandates, appointment and specialties, the transmission of information and the recovery period;

- Any other subject agreed to by the parties.

The committee is to make recommendations to the bargaining parties by June 30, 2022.

Furthermore, the parties may agree to make mid-term recommendations to the bargaining parties.

COMMITTEE'S COMPOSITION

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

The parties may bring in an additional person as needed.

LETTER OF AGREEMENT 67

REGARDING THE CREATION OF A NATIONAL WORKING COMMITTEE ON EMPLOYEES WORKING IN CERTAIN REGIONS WITH LABOUR SHORTAGES

Within sixty (60) days of the date the collective agreement comes into force, the parties will set up a national working committee to identify solutions for institutions dealing with specific workforce availability issues for the following employees:

- nursing and cardio-respiratory care employees working in all or part of the Îles-de-la-Madeleine region;

- employees working in all or part of the Nunavik (region 17) and the Terres-Cries-de-la-Baie-James (region 18) regions.

COMMITTEE'S MANDATES

The committee's mandates are to:

1. document and analyse the problems with attraction and retention of employees working in the regions covered, using indicators agreed upon by the parties;

2. collaborate on researching means of mitigating the problems with workforce availability in the points of service covered;

3. catalogue and circulate best practices in attraction and retention at institutions with points of service in the regions covered;

4. agree on projects designed to address workforce problems;

5. make recommendations to the bargaining parties, in particular regarding structural measures to attract and retain sufficient labour within the points of service covered.

   Specifically for regions 17 and 18, these recommendations will focus on:

   - review of the interim annual allowance provided to employees working in an institution in the Far North, as provided in Letter of Agreement no. 37 (regarding employees working for an institution in the Far North);

   - implementation of employee training on Indigenous realities and tailoring of interventions to communities, including trainer remuneration measures.

6. submit a final report within three (3) months of the expiry of the collective agreement.

For the fifth (5th) mandate, from April 1, 2021 to March 30, 2023, the parties have a budget of $1 million per fiscal year for the projects.

The costs associated with modifying the levels of the interim annual allowance provided for in Letter of Agreement no. 37 (regarding employees working for an institution in the Far North) are subtracted from the budget identified in this letter of agreement.

If the entire budget identified for the year 2021-2022 is not committed, the uncommitted amounts are rolled over to next year. No money may be rolled over past March 30, 2023.

COMMITTEE'S COMPOSITION

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

PART V

LETTERS OF INTENT

LETTER OF INTENT NO. 1

REGARDING PROMOTION OF LETTER OF AGREEMENT NO. 36

The local parties agree to promote Letter of Agreement no. 36 regarding work-time arrangements.

To that end, the local parties negotiate, within sixty (60) days of the effective date of the collective agreement, the terms and conditions for implementing work-time arrangements, according to the terms set out in Article 2 of Letter of Agreement no. 36 regarding work-time arrangements.

LETTER OF INTENT NO. 2

REGARDING THE USE OF INDEPENDENT LABOUR

The parties wish to continue their efforts to reduce the use of independent labour.

This letter of intent ends on March 30, 2023.

Note to the reader:

Please note that the *Nomenclature of job titles, descriptions, rates and salary scales for the health and social services sector* is available on the website of the Fédération de la santé et des services sociaux –CSN : www.fsss.qc.ca.

We invite you to consult our website regularly, because you will find among other things, the latest updates to the Nomenclature as well as those made to the collective agreement.

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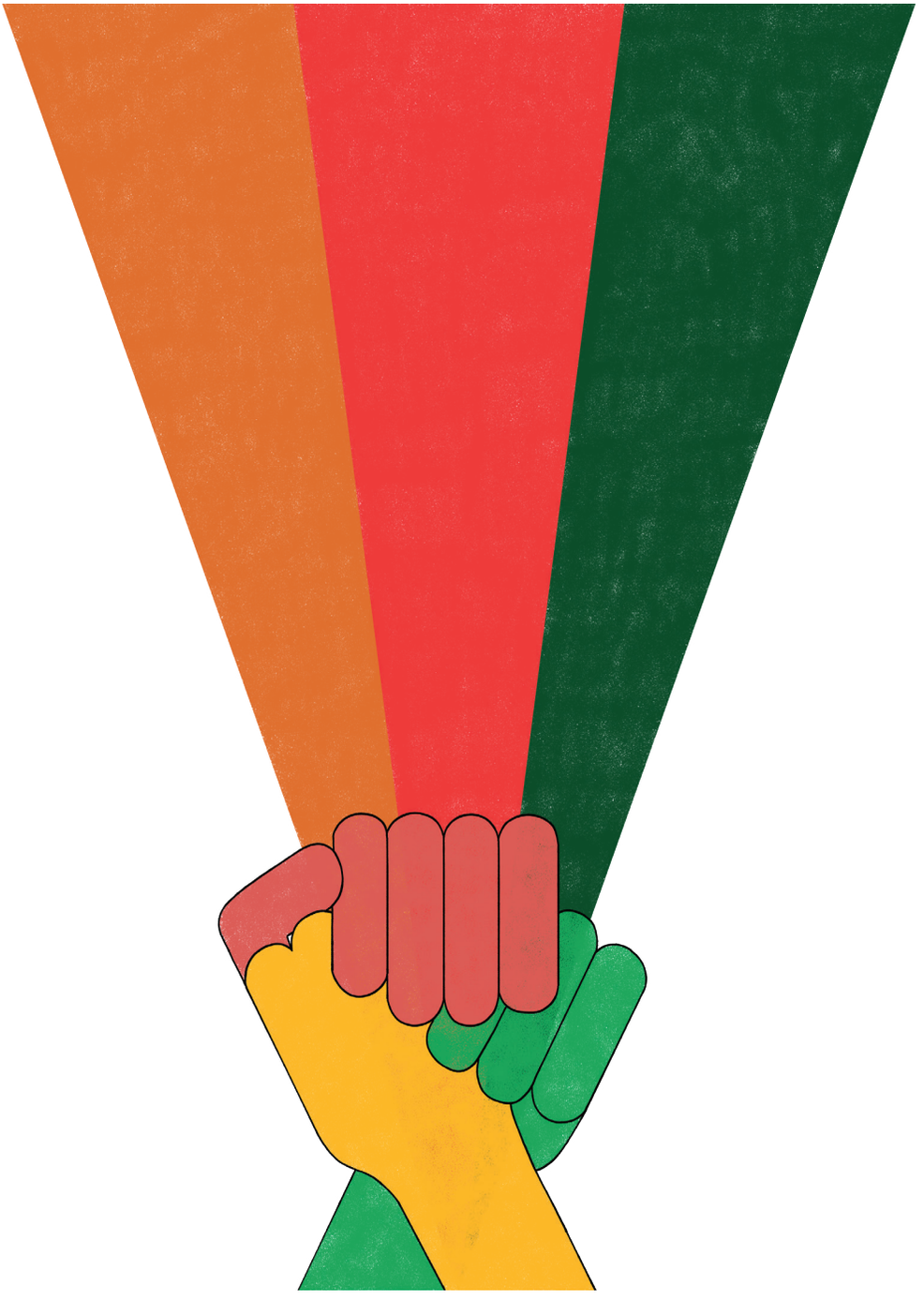
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