

LOCAL PROVISIONS

Alliance du personnel professionnel et technique
de la santé et des services sociaux

CIUSSS Montréal West Island
Montréal West Island Integrated University
Health and Social Services Centre



*Alliance du personnel
professionnel et technique
de la santé et des services sociaux*

Note: The French version of these local provisions is the official one. If there is any discrepancy between it and the English translation, the French version prevails.

LOCAL PROVISIONS

**ALLIANCE DU PERSONNEL PROFESSIONNEL ET TECHNIQUE
DE LA SANTÉ ET DES SERVICES SOCIAUX**

**CIUSSS Montréal West Island
Montréal West Island Integrated University Health and Social Services Centre**

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LOCAL PROVISIONS

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concluded between

**THE ALLIANCE DU PERSONNEL PROFESSIONNEL ET TECHNIQUE
DE LA SANTÉ ET DES SERVICES SOCIAUX**

and

**THE CIUSSS MONTRÉAL WEST ISLAND
Montréal West Island Integrated University
Health and Social Services Centre**

MATTER 401

CONCEPT OF POSITIONS, EXCEPT RESERVED POSITIONS, AND TERMS OF APPLICATION

401.01 Simple position

Set of duties performed by an employee within an activity centre that are covered by a job title in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*.

The Employer helps create simple positions.

401.02 Combined position

Set of duties performed by an employee in two (2) activity centres separated by no more than 25 km, which are covered by a job title in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*.

The home base of an employee who has a combined position with activity centres in two (2) facilities is the facility where most of her or his work is performed.

In exceptional circumstances, upon agreement between the parties, a combined position may cover two (2) job titles.

401.03 Float team position

Set of duties performed by an employee in up to three (3) activity centres separated by no more than 25 km between the farthest ones, on one (1) or two (2) work shifts, which are covered by a job title in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*.

A float team position is designed to fill positions temporarily without an incumbent as defined in clause 404.01 of these local provisions, to perform work of a limited duration and to handle temporary extra workloads.

The duties assigned to an employee on the float team are considered to be a position. A float team position is used in priority over the availability list and is posted and filled according to the rules for voluntary transfers set out in Matter 7 of these local provisions.

Notwithstanding the preceding paragraph, an employee with a part-time position who is registered on the availability list and indicates availability in her or his activity centre is assigned in her or his activity centre in priority over an employee with a float team position.

The Employer informs the Union as quickly as possible of the intention to create such positions.

MATTER 402

CONCEPT OF DEPARTMENT OR SERVICE AND ACTIVITY CENTRE

402.01 Activity centre

“Activity centre” means a set of specific, hierarchically-organized activities that form a distinct entity within the institution’s organizational structure.

An activity centre may be a care unit, a special care or rehabilitation unit, a program or part of a program, a target clientele, a directorate, etc.

An activity centre cannot span more than one of the Employer’s facilities.

Exceptionally, despite the preceding paragraph, the activity centre for a position may span more than one of the institution’s facilities when the specific nature of the duties so requires. The Employer determines the home base for the purposes of travel allowances, under the terms and conditions set out in these local provisions.

402.02 Facility

A facility is a physical location where health care and social services are delivered to the Québec population, within the framework of one or more missions. An institution generally comprises several facilities.

402.03 Mission

A mission is defined within the meaning of sections 79 and following of the *Act respecting health services and social services* (Chapter S-4.2)

402.04 List of activity centres

The Employer must provide the Union with a list of the institution’s activity centres within sixty (60) days of these local provisions of the collective agreement coming into force. The Employer informs the Union of any changes to this list of activity centres.

MATTER 403

PROBATION PERIOD: DURATION AND TERMS

403.01

The duration and terms of the probation period are conveyed to the employee upon hiring.

403.02

The probation period is sixty (60) working days for a newly hired employee whose job title requires a diploma of college studies.

403.03

The probation period is one hundred and twenty (120) working days for a newly hired employee whose job title requires a diploma of college studies.

However, if the employee has practised her or his profession for at least one (1) year in a job title requiring a university degree in the health and social services system, this period is ninety (90) working days.

403.04

If the Employer rehires an employee who had not previously completed her or his probation period because of a lack of work, the employee will acquire seniority by completing the days of work remaining in the previous probation period, providing that no more than one (1) year has elapsed since the end of the previous period of employment.

403.05

When an employee is subject to an induction and orientation program or takes part in a training activity, the duration of the probation period stipulated in this matter is extended by up to twenty (20) working days.

403.06

The Employer meets with the employee during the probation period to facilitate his or her integration.

403.07

An employee's probation period may be extended by written agreement between the Union and the Employer.

403.08

If deemed appropriate, the Employer may propose that a newly hired employee resume her or his probation period in another activity centre that the Employer considers better suited to her or his qualifications and aptitudes, instead of terminating the probation period.

403.09

An employee already employed in another class of personnel who becomes part of the bargaining unit held by the Union is considered to be a newly hired employee for the purposes of applying this matter.

MATTER 404

POSITION TEMPORARILY WITHOUT AN INCUMBENT: DEFINITION AND REQUIRED CIRCUMSTANCES FOR FILLING IT

404.01

The Employer fills a position temporarily without its incumbent, taking into account the needs of the activity centre.

A position is temporarily without its incumbent when the employee who holds that position is absent for any of the reasons set out in the collective agreement, and for any period in which it is without an incumbent.

404.02

The Employer may decide to not fill positions temporarily without their incumbent, or may fill them in their entirety, partially and/or intermittently, taking into account the needs of the activity centre, with the help of an employee who has been displaced according to the local provisions of the collective agreement, the replacement team, the float team, or employees who have indicated their availability.

404.03

If the Employer decides not to fill a position temporarily without an incumbent or to fill it only partially or intermittently, the reasons for this decision must be transmitted to the Union upon request.

When the Employer decides not to completely fill a position temporarily without an incumbent, she or he strives to minimize the impact as much as possible.

MATTER 405

CONCEPT OF DISPLACEMENT AND TERMS OF APPLICATION, EXCLUDING REMUNERATION

405.01

A "displacement" means any temporary change in an employee's position at the Employer's request, providing that the positions are compatible and similar in nature.

405.02

An employee is obliged to agree to a displacement in the following specific cases, providing that the distance to be travelled is no more than twenty-five (25) kilometres from her or his home base:

- a) in the event of an unforeseen absence that causes an urgent and imperative need for personnel in an activity centre;
- b) in exceptional or fortuitous situations or cases of *force majeure*;
- c) in the event that service is interrupted, when no other replacement measures are possible;
- d) when a better distribution of staff among activity centres is needed, particularly when there is a surplus or shortage of personnel that significantly affects the delivery of care and services;
- e) in any other situation agreed on by the parties, to meet particular needs such as in cases where the parties find that there are no other adequate replacement measures, or in cases where the parties find that a fluctuation in operations warrants displacing one (1) or more employees.

In the cases set out in a) and b) of the preceding paragraph, the displacement cannot exceed the duration of one (1) work shift or be repeated without the parties' agreement.

In the other cases, the displacement cannot exceed one (1) regular work week without the parties' agreement.

This clause is not intended to prevent an employee from volunteering for such a displacement, within the framework and under the provisions of this matter.

Displacements are first offered to employees who volunteer to do them.

If no one volunteers, a displacement is done by reverse seniority among employees who meet the normal requirements of the job covered by the displacement, taking into account the needs of the activity centre.

Under no circumstances may a displacement result in a reduction in pay.

The Employer informs the Union of displacements that are done.

405.03 Total or partial temporary shutdown

The Employer and the Union agree on the displacement mechanisms for employees affected by a total or partial temporary shutdown of an activity centre. Such a shutdown must not exceed four (4) months unless the parties agree otherwise.

405.04

Employees displaced outside their home base are covered by the rules set out in Matter 26 of these local provisions, and are entitled to the benefits set out in Article 33 of the national provisions of the collective agreement.

MATTER 406

RULES APPLICABLE TO EMPLOYEES ON TEMPORARY ASSIGNMENTS, EXCLUDING THOSE PERTAINING TO EMPLOYEES WITH JOB SECURITY, EMPLOYEES ON DISABILITY LEAVE, AND EMPLOYEES COVERED BY THE PARENTAL RIGHTS PLAN

406.01

The availability list is use to fill positions temporarily without an incumbent, to meet needs resulting from a temporary extra workload lasting up to (1) year, to perform work of a limited duration not exceeding six (6) months, or for any other reasons agreed upon by the parties.

The Employer strives to take the necessary steps to keep a sufficient availability list in each of the job titles.

406.02

The availability list includes the following employees:

- a) employees without positions who indicate availability;
- b) employees with a part-time position who indicate additional availability over and above the hours associated with their position;
- c) employees with less than two (2) years' seniority who are laid off under clause 15.02 of the national provisions of the collective agreement pertaining to job security;
- d) employees who left their job to be registered on the availability list;
- e) employees with a full-time position who indicate their interest in filling an assignment of more than six (6) months' duration in accordance with 406.07 f) of this matter.

406.03 Float team

The days of work associated with a float team position may be used in priority over the availability list when the Employer deems that the needs so warrant and this measure is the timeliest.

Despite the preceding paragraph, an employee with a part-time position who is registered on the availability list is assigned in her or his activity centre in priority before an employee from the float team is used.

406.04 Indicating availability

To be registered on the availability list, an employee must indicate her or his availability to the Employer on the prescribed form, in writing, specifying such details as:

- a) job title(s);
- b) day(s);
- c) work shift(s);
- d) activity centre(s).

A newly hired employee must provide availability that is suited to the Employer's needs for a period of six (6) months. The Employer cannot require increased availability from the employee during that period.

An employee registered on the availability list must provide minimum availability suited to the needs of the Employer, which entails three (3) days a week, two (2) work shifts, and four (4) activity centres in the institution. When required by the Employer, the employee must offer one (1) weekend every two (2) weeks, which counts as part of the three (3) days a week.

Employees with a part-time position may indicate additional availability if they wish, over and above the hours associated with their position.

On request, the Employer transmits the employee's indicated availability to the Union.

406.05 Change in availability

Employees registered on the availability list may change their availability six (6) times a year, following the Employer's pre-set schedule. The schedule indicates the deadlines for changing availability and the dates on which these changes come into effect.

Despite the preceding paragraph, employees registered on the availability list may increase their availability at any time after giving at least seven (7) days' advance notice.

A change in an employee's indicated availability cannot call into question assignments that have already been granted or result in a change in schedules that have already been posted.

Employees who have received orientation in an activity centre at their request must maintain their availability for a period of at least six (6) months.

406.06 Employees who are studying

Employees on leave without pay for studies may register on the availability list, indicating availability that is suited to their studies.

Employees attesting that they are studying full-time in a program recognized by the *Ministère de l'Éducation, du Loisir et du Sport*, who indicate their wish to be available while studying may register on the availability list, indicating availability that is suited to their studies and to the needs of the Employer. In addition, employees who are studying may change their availability during their program of studies after giving fourteen (14) days' advance notice. They may increase their availability after giving seven (7) days' advance notice. Outside their program of studies, their stated availability must be in line with the minimum availability.

406.07 Terms and conditions for assignment

The Employer calls on employees registered on the availability list using the following procedure:

- a) the availability list is applied by job title. An employee can be registered for more than one job title;
- b) employees are called by seniority and according to the availability they indicated in writing, providing that they meet the normal requirements of the job;
- c) when the duration of the assignment is twenty-eight (28) days or less, a part-time employee registered on the availability list may, by seniority, obtain that assignment in her or his activity centre in priority over other employees registered on the availability list, providing that she or he meets the normal requirements of the job;
 - i. if the part-time employee with the most seniority's stated availability does not fully correspond to the assignment to be done, the unfilled remainder of the assignment is awarded under the same terms and conditions to the other part-time employees in the activity centre;
 - ii. if, after applying subclause i, the assignment cannot be filled in its entirety, the unfilled remainder of the assignment is offered to one or more employees on the availability list under the terms and conditions set out in b);

- d) when work schedules are created, employees may be assigned in advance, taking into account their indicated availability for assignments of twenty-eight (28) days' duration or less. Employees are responsible for consulting and observing their work schedule;
- e) when an assignment is for more than twenty-eight (28) days or for an undefined period, a part-time employee registered on the availability list may obtain that assignment in her or his activity centre, by seniority, in priority over other employees registered on the availability list, providing that she or he meets the normal requirements of the job. However, a part-time employee registered on the availability list may temporarily leave her or his job and obtain that assignment in her or his activity centre in priority over other employees registered on the availability list, providing that she or he meets the normal requirements of the job and that this assignment involves a greater number of hours worked than in her or his position. The employee resumes work in her or his position at the end of his or her assignment with all the related rights and benefits. It is agreed that such a transfer may not result in more than one (1) transfer in the activity centre concerned;
- f) when an assignment is of six (6) months' duration or more, the Employer offers full-time employees who are able to meet the requirements of the job and have indicated their interest in such an assignment on the prescribed form, by seniority, an assignment in their activity centre or in another activity centre, providing that no employee on the availability list who has more seniority can be assigned to it. However, the position of the employee who obtains such an assignment must first be filled by an employee on the availability list. A full-time employee who completes such an assignment cannot take advantage of the terms and conditions set out in this subclause for a period of at least three (3) years. At the end of her or his assignment, the employee resumes work in her or his position;
- g) employees with a part-time position must have completed their initiation and trial period to be able to benefit from the preceding subclauses;
- h) when an assignment of twenty-eight (28) days' duration or more begins while an employee on the availability list is absent for a reason stipulated in the national provisions, the employee is considered to be available for such an assignment if she or he can start work in the assignment on the day after the assignment begins;
- i) when an assignment of twenty (20) weeks' duration or more begins while a part-time employee is already assigned to a position temporarily without an incumbent, the employee is considered to be available for such a replacement assignment if there are fewer than thirty (30) days left in her or his current assignment;

- j) an employee assigned to an incomplete work shift is considered to be available for a complete work shift, as long as her or his assignment hasn't started.

406.08 Assignment during annual vacation leave

To replace employees whose annual vacation leave begins in the usual annual vacation period, employees may be assigned to fill more than one position temporarily without an incumbent within this period. These assignments are reported to the Union in the thirty (30) days following the posting of the annual vacation leave schedule. The terms of these assignments are the subject of an agreement between the Employer and the Union.

406.09 Leaving an assignment

After giving fourteen (14) days' notice in writing, employees may leave their assignment once they have completed six (6) months in it.

Employees may leave their assignment when changes are made to the assignment following the application of Article 25 of the national provisions of the collective agreement, or when employees on disability leave who have a position begin a gradual return to work in their position under Article 30 of the national provisions of the collective agreement. In that case the employees register on the availability list or return to their position, where applicable. Employees cannot, however, leave their assignment when making a second change in their leave without pay to extend parental leave under the terms of the national provisions of the collective agreement.

406.10 Honouring stated availability

Employees who regularly fail to honour their availability may have their name struck from the availability list.

Employees may refuse a one-day assignment without penalty if they have already worked five (5) consecutive days.

Employees registered on the availability list of more than one institution in the health and social services system are obliged to honour their indicated availability in accordance with clause 406.04 of this matter, unless there is a special agreement with the Employer.

406.11 Notice of assignment

For assignments of more than twenty-eight (28) days' duration, the Employer provides written notification of the following information to an employee who fills a position temporarily without an incumbent as defined in Matter 4 of these local provisions:

- a) details identifying the position;
- b) the incumbent's name, where applicable;
- c) the probable duration;
- d) salary.

The Employer also provides the available information to the Union.

406.12

Employees may resign from their position to register on the availability list. However, they are not entitled to use the provisions on voluntary transfers set out in Matter 7 of these local provisions until a period of six (6) months has elapsed since they registered on the availability list. Despite the preceding, employees' application for a position will be considered if no other candidacy has been selected.

406.13 Orientation

When an orientation program is offered to employees on the availability list, the Employer proceeds by order of seniority among the employees who meet the normal requirements of the job and who expressed interest in receiving orientation. When the orientation program is designed for a specific assignment, employees must also be available to perform that assignment. In such cases, the orientation is an integral part of the assignment.

406.14 Assignment outside the bargaining unit

Employees who temporarily fill a position outside the bargaining unit can do so for a period of up to twelve (12) months.

406.15 Replacement work in a higher job title

When an assignment is for more than twenty-eight (28) days or for an undefined period and the decision is made to fill a position in its entirety that is temporarily without an incumbent, the Employer also offers the position to full-time employees with a position, insofar as the replacement assignment is for a position with a higher job title. The employee must meet the normal requirements of the job, successfully complete the selection process, if applicable, and state her or his interest on the form.

MATTER 407

RULES ON VOLUNTARY TRANSFERS IN FACILITIES MAINTAINED BY THE INSTITUTION, EXCLUDING THOSE PERTAINING TO EMPLOYEES WITH JOB SECURITY AND EMPLOYEES ON DISABILITY LEAVE AND THOSE PERTAINING TO REMUNERATION

407.01 General terms

Any vacant or newly created position covered by the bargaining unit must be posted within ninety (90) days of becoming vacant or being created.

The months of June, July and August are excluded from the required timeframe set out in the preceding paragraph.

However, if the vacant position is affected by reorganization efforts set out in Article 14 of the national provisions of the collective agreement, the position must be posted within no more than twelve (12) months of the date on which the Employer notified the Union under Article 14 of the national provisions of the collective agreement.

The Employer posts a job vacancy for a period of ten (10) days.

The Employer makes the annual posting schedule available to the Union and to employees with the job posting dates. The Employer proceeds with a minimum of three (3) job posting periods annually.

407.02 Job postings

The following information must be indicated on job postings:

- a) the job title(s) and job description(s) set out in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*;
- b) the salary scale (minimum and maximum);
- c) the activity centre(s);
- d) the posting period;
- e) the job status associated with the position (full-time or part-time);
- f) for a part-time position, the minimum number of hours of work per twenty-eight (28)-day period;

- g) work shift (day, evening, night, day/evening or day/night);
- h) the home base, subject to the terms for modifying home base set out in clause 7.03 of this matter;
- i) the type of position (simple, combined or float team).

For information purposes, the posting may also include:

- a) the normal requirements of the job, which must be relevant and related to the nature of the duties;
- b) for a combined position, the usual distribution of the work schedule between activity centres, if applicable. In light of this, a combined position is considered to be affiliated with the activity centre where most of the work is performed. If the work is usually divided up equally between the activity centres, the Employer decides which activity centre is considered to be affiliated with the combined position;
- c) the requirement of a vehicle;
- d) the work schedule, including weekend work, if applicable;
- e) any other details to help inform employees about the position.

407.03 Changing home base

Home base may be changed by the Employer based on the needs of the activity centre, after providing thirty (30) days' notice in writing.

This change in home base is offered on a voluntary basis by seniority to employees with the job title, job status and work shift concerned who meet the normal requirements of the job.

If no employee volunteers for this change in home base, the Employer changes the home base of the employee with the least seniority in the same job title, job status and work shift who meets the normal requirements of the job.

407.04 Terms and conditions for job applicants

Before applying for a position, employees may look over the list of applicants for the position under the current terms and conditions. The Employer makes the list of applicants available to the Union.

407.05 Job register

The job register is an exceptional measure in regard to the regular job application procedure, and is intended to help employees who are on a leave of absence stipulated in the collective agreement to register as interested employees for all positions that are posted.

Registration on the job register is only valid for the duration of the employees' absence, providing their absence spans the entire posting period and they are unable to apply under the regular procedure.

Registering on the job register is considered to be equivalent to automatically applying for the positions in question.

407.06 Awarding positions

- A) A position requiring a basic job title in the job group in question for which a university degree is not required is awarded to the employee who has the most seniority of all applicants who meet the normal job requirements.
- B) A position requiring a higher job title than the basic job title in the job group in question or a position requiring a university degree is awarded to the applicant in light of skill factors and clinical skill factors:
 - a) experience in the job group in question;
 - b) experience in the job title in question;
 - c) experience in the activity centre in question;
 - d) academic training;
 - e) aptitudes.

The position is awarded to the most competent applicant of the five (5) employees with the most seniority who applied for the position. If none of these applicants obtains a qualifying grade, the Employer calls the next five (5) applicants by order of seniority, and so on.

If a number of applicants are equally competent, the position is awarded to the one with the most seniority.

407.07

An employee may not hold two (2) part-time positions unless the parties agree to it.

407.08

When employees withdraw from their initiation and trial period twice in a reference year (from April 1 to March 31) to return to their former position, they are no longer considered for any other posted position until the end of the reference period.

407.09

The Employer posts any appointment to the posted position for a period of fifteen (15) days.

The employee takes up her or his duties no later than sixty (60) days after the end of the job posting. The period from June 15 to September 1 is excluded from this timeframe, unless the parties agree otherwise.

407.10 Special procedure for awarding part-time positions

As soon as a part-time position involving fewer than seven (7) days of work per two (2)-week period (0.7 full-time equivalent - FTE) becomes vacant or is newly created in an activity centre, before posting it the Employer offers all or part of the position, by seniority, to that activity centre's employees with part-time positions who have the same job title and work shift, providing that they meet the requirements set out in clause 407.06 of this matter.

The preceding procedure may not under any circumstances result in a residual position to be posted offering fewer than four (4) days of work per two (2)-week period (0.4 full-time equivalent - FTE).

The provisions of this clause apply insofar as they do not result in an increase in the number of weekends within the meaning of matter 9 of these local provisions, or prevent employees with full-time or part-time positions from having one (1) weekend off every two (2) weeks within the meaning of this matter, and insofar as they do not result in an increase in overtime, including through the application of clause 19.04 of the national provisions of the collective agreement.

The provisions of this clause do not apply when an employee with job security may be reassigned or temporarily assigned to a vacant or newly created part-time position in accordance with Article 15 of the national provisions of the collective agreement.

407.11 Initiation and trial period

An employee who is awarded a position not requiring a university degree is entitled to an initiation and trial period of up to a maximum of thirty (30) days of work.

An employee who is awarded a position requiring a university degree is entitled to an initiation and trial period of up to a maximum of sixty-five (65) days of work.

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

If employees are kept on in their new position at the end of their initiation and trial period, at that point they are considered to meet the normal requirements of the job.

During this period, employees who decide to return to their former position or who are required to do so by the Employer do so without prejudice to the rights they had acquired in their former position. Employees who did not have a position are re-registered on the availability list.

407.12 Vacant positions after posting

The Employer provides the Union and the employees with the list of positions that remain vacant after the posting period.

407.13 Outside the bargaining unit

Employees who are awarded such a position are entitled to an initiation and trial period of up to a maximum of sixty (60) days of work. During this period, they may return to their former position covered by the certification, without prejudice to their vested rights.

MATTER 408

BUMPING PROCEDURE (TERMS FOR APPLYING THE GENERAL PRINCIPLES NEGOTIATED AND APPROVED AT THE PROVINCIAL LEVEL), EXCLUDING REMUNERATION

408.01

In the event of bumping and/or layoffs, each employee's seniority will determine who is affected by the bumping and/or layoff procedure.

408.02

The employee whose position is abolished is the one with the least seniority in the activity centre, job title, job status, and work shift.

408.03

The terms of application of the bumping procedure are as follows:

Step 1

Any time before the following steps are applied, the employee may be offered a vacant position after the posting period, with the same job title and job status, providing that the employee meets the normal requirements of the job.

If no vacant position is available after the posting period or the employee refuses the positions that are offered, the employee can then take advantage of the bumping procedure set out below.

Step 2

Providing that the employee in question can meet the normal requirements of the job, she or he may bump in another activity centre in her or his facility the employee with the same job title, job status and work shift who has the least seniority, or bump in the same activity centre the employee with the same job title and job status but a different work shift who has the least seniority.

Step 3

The employee affected by the application of Step 2 or the one who couldn't take advantage of that step bumps the employee with the same job title, job status and work shift who has the least seniority in the facility of her or his choice, providing that she or he can meet the normal requirements of the job.

Step 4

The employee affected by the application of Step 3 or the one who couldn't take advantage of that step bumps the employee with the same job title and job status who has the least seniority in the institution, providing that she or he can meet the normal requirements of the job.

Step 5

The employee affected by the application of Step 4 or the one who couldn't take advantage of that step bumps the employee with another job title and the same job status who has the least seniority in the institution, providing that she or he can meet the normal requirements of the job.

408.04

When a part-time employee bumps another part-time employee, in addition to the rules set out in clause 408.03, she or he bumps an employee who holds a position with as many or more hours of work than her or his former position.

She or he may also choose to bump a part-time employee who holds a position with fewer hours of work than the position she or he held.

408.05

A part-time employee may bump a full-time employee in accordance with the procedure stipulated in this matter if she or he was unable to bump another part-time employee after applying this entire procedure. In that case, the part-time employee must agree to become a full-time employee.

Similarly, a full-time employee may bump a part-time employee in accordance with the procedure stipulated in this matter if she or he was unable to bump another full-time employee after applying this entire procedure. In that case, the full-time employee must agree to become a part-time employee.

408.06

Each employee thus bumped may assert her or his seniority rights in the manner described in this matter, providing that there is an employee with less seniority than hers or his.

408.07

An employee affected by the application of clauses 408.01 to 408.06 has three (3) working days to make a choice. A copy of the notice is sent to the employee and the Union.

408.08

An employee who, during an absence stipulated in the local provisions and the national provisions of the collective agreement, is affected by the bumping procedure must decide on her or his bumping choice without waiting to return to work, unless the employee can demonstrate that she or he is unable to do so.

408.09

Bumping under the preceding clauses may take place simultaneously or successively.

408.10

Employees may desist from bumping to go onto the availability list, in which case they retain their seniority.

408.11

Professional employees with a university degree are covered by the provisions of this matter, subject to the stipulation that the bumping procedure set out in the preceding clauses is applied solely among such professionals.

In order to bump an employee who has the same job title or another professional job title, professional employees with a university degree must have the qualifications required in the classification plan for the job title concerned and meet the normal requirements of the job.

For the purposes of applying this clause, employees whose job title requires a university degree are considered to be professional employees with a university degree.

408.12

Employees with a diploma of college studies are covered by the provisions of this matter, subject to the stipulation that the bumping procedure set out in the preceding paragraphs is applied solely among such employees.

In order to bump an employee who has the same job title or another job title requiring a diploma of college studies, an employee with a diploma of college studies must have the qualifications required in the classification plan for the job title concerned and meet the normal requirements of the job.

For the purposes of applying this clause, employees whose job title requires a diploma of college studies are considered to be employees with a diploma of college studies.

MATTER 409

ARRANGEMENT OF HOURS OF WORK AND WORK WEEK, EXCLUDING REMUNERATION

409.01

The regular work week for employees is distributed over five (5) days of work. The Employer may, after agreeing in writing with the Union, set up a flex-time or compressed schedule including the establishment of a standard period.

409.02 Distribution of the work week

For calculation purposes, the work week is distributed over the calendar week, that is, from Sunday at midnight (00:00) to Saturday at 23:59 pm.

409.03

For the present purposes, the term "weekend" means Saturday and Sunday.

409.04 Meal periods

The time allowed for the meal period is a minimum of thirty (30) minutes and a maximum of one (1) hour. The meal period is set by the immediate superior on the basis of the needs of the activity centre and, if possible, taking into account employees' preferences.

Employees are not obliged to have their meal at the institution unless the Employer so requires. In that case, the employee is paid at the applicable rate.

When employees are obliged to eat their meal with the clientele, the Employer provides the meal free of charge, if available.

409.05 Rest periods

The immediate superior decides when rest periods are actually taken, based on the needs of the activity centre and, if possible, taking into account employees' preferences.

Employees are free to take their rest period at the end of their meal period after agreement with their immediate superior.

When unable to take their rest periods because they are required to stay with the clientele, employees may take their rest periods immediately before the end of the normal work day, after agreement with their immediate superior.

409.06 Weekly days off

Each employee has two (2) days off a week, consecutively if possible. The term "day off" refers to a full twenty-four (24)-hour period. Upon request, the Employer may nonetheless allow an employee to take four (4) consecutive days off per two (2) weeks, after agreement with the immediate superior.

409.07 Number and distribution of weekends

The Employer must organize the distribution of work in such a way that employees have time off in turn. The Employer gives employees as many weekends off as possible. An employee is entitled to at least one (1) weekend off per two (2)-week period.

The obligation mentioned in the preceding paragraph does not apply in specific situations where a lack of personnel prevents the Employer from establishing mechanisms to ensure employees one (1) weekend off per two (2) calendar weeks. Employees are then entitled to at least one (1) weekend off per three (3)-week period.

409.08 Exchange of schedules

Two (2) employees with the same job title in the same activity centre are free to exchange their weekly days off and their established work schedule, after obtaining the consent of their immediate superior who cannot refuse without a valid reason. The provisions of Article 19 of the national collective agreement do not apply in that case.

409.09 Posting the work schedule

The work schedule is set by the Employer on the basis of the needs of the activity centre and if possible, taking into account employees' stated preferences. The work schedule must indicate the time that each work shift begins and ends.

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

409.10 Changing the work schedule

The Employer cannot change the work schedule without a valid reason and without giving seven (7) days' advance notice, unless the employees concerned consent to the change.

409.11 Work-time arrangements

The Employer may, on the basis of the needs of the activity centre, authorize the distribution of an employee's daily hours worked by allowing the latter to choose her or his start and finish times (flexible hours) outside a core period of compulsory attendance at work (core hours), five (5) days a week. The employee's total hours for one (1) week, two (2) weeks or four (4) weeks must be equal to the number of hours stipulated in her or his job title. Under no circumstances may this type of arrangement result in overtime. The terms of application are agreed upon with the Union.

The parties may reach an agreement on a pilot project for any other form of work-time arrangement.

409.12 Rotating work periods

If there are not enough employees on steady evening or night shifts, rotating work shifts are used based on the activity centre, with first consideration given to employees who volunteer for these shifts. If no one volunteers, employees take turns on rotating work periods.

When rotating work periods are necessary, the Employer uses rotation on two (2) shifts (either day/evening or day/night) as long as this does not require an increase in staff.

In activity centres where employees are on rotating work shifts, the Employer gives steady evening or night shifts to an employee who so requests. In that case, the employee is excluded from the rotation system unless her or his participation is absolutely necessary. At his or her request, the employee may return to the rotation system.

In the case set out in the preceding paragraph, the employee must give the Employer four (4) weeks' notice, which the Employer posts in the activity centre. During this notice period, employees in this activity centre may apply for the evening or night shift, and at the end of the notice period, the work shift is given to the employee with the most seniority of all those who applied.

Notwithstanding the preceding paragraphs, the Employer strives to minimize rotating work periods through the use of measures that promote stability.

409.13 Time tracking

Employees are not subject to more than one (1) system for tracking their hours of work.

409.14

Employees are not subject to a system of split shifts unless the parties agree otherwise.

MATTER 410

TERMS AND CONDITIONS FOR OVERTIME, CALLBACKS TO WORK AND ON-CALL DUTY, EXCLUDING SALARY RATES AND REMUNERATION

410.01 Overtime

If overtime work has to be done, the Employer must offer it to the available employees, in turn, and distribute it as fairly as possible among the employees who normally do this work.

Overtime is offered in the following order:

1. to employees with positions in the activity centre;
2. to other employees in the activity centre who normally do the work;
3. to employees in the facility;
4. to employees in the institution.

In unforeseen or urgent circumstances, however, the Employer offers overtime first to the employees who are on the premises.

For the purposes of distributing overtime work, each time an employee refuses to work overtime or cannot be reached, she or he is considered to have done the overtime that was offered.

It's up to employees to indicate their availability to work overtime on the prescribed form. Employees may change their availability for overtime after giving fourteen (14) days' notice.

410.02 On-call duty

If the needs of an activity centre require having personnel on on-call duty, employees must take turns covering the on-call duty, unless:

- a) a sufficient number of employees volunteer for it;
- b) if the number of employees volunteering is insufficient to cover all of the needs, other employees are only called to cover the remaining needs.

410.03

An employee on on-call duty who is not required to stay at the institution informs the Employer of the location where she or he can be reached. This location must nonetheless enable the employee to get to the institution within thirty (30) minutes.

410.04

The Employer is not obliged to follow the procedure set out in clause 410.02 for employees volunteering to do the work, insofar as the employee can get to the institution within thirty (30) minutes.

410.05

The institution makes a suitably furnished area available to an employee who is on on-call duty at the institution.

410.06

The Employer provides an employee on on-call duty with a communications device. The employee personally makes sure that this device works properly.

410.07

A callback to work ends when the employee notifies the person in charge and receives the latter's authorization. This authorization can only be refused if the reasons for the employee's callback still warrant her or his presence on site.

410.08

If an employee is called to work on an emergency basis while having a meal, she or he does not have to pay for another meal after responding to the emergency.

410.09

The Employer strives to make a parking space available to an employee on on-call duty, whenever possible, in accordance with the terms and conditions stipulated in the national provisions and the local provisions of the collective agreement.

MATTER 411

STATUTORY HOLIDAYS, FLOATING DAYS OFF AND ANNUAL VACATION, TERMS EXCLUDING QUANTA AND REMUNERATION

411.01 Statutory holidays

Employees are entitled to the following statutory holidays:

- F1 Canada Day
- F2 Labour Day
- F3 Thanksgiving
- F4 Remembrance Day (floating)
- F5 Christmas
- F6 the day before or after Christmas
- F7 New Year's Day
- F8 the day before or after New Year's
- F9 the second Friday in February
- F10 Good Friday
- F11 Easter Monday
- F12 National Patriots' Day
- F13 Québec National Holiday

411.02

Every year, the Employer transmits to the Union the list of specific dates for these holidays by May 31 at the latest.

411.03

The floating day off is accrued on the date stipulated in clause 411.01. Employees may nonetheless take their floating day off at any time between July 1 and June 15, even if it hasn't yet been accrued. The floating statutory holiday is taken on a date agreed upon by the employee and the immediate superior.

If an employee leaves, changes job status or takes a leave of absence stipulated in the collective agreement that doesn't entail the accrual of statutory holidays, or if the floating day off is taken in advance, the Employer recovers the amounts that were overpaid, in accordance with the employee's attendance at work.

411.04

The Employer fairly distributes the statutory holidays among the employees in a given activity centre.

411.05

An employee is entitled to at least three (3) consecutive days off, either at Christmas or at New Year's.

411.06

Employees may accumulate a bank of five (5) statutory holidays, which are taken by June 15 at the latest, after prior agreement with the Employer.

The Employer strives to combine the compensatory time off with a weekend.

411.07 Floating days off

The floating days off set out in the national provisions of the collective agreement are taken on the date agreed to by the employee and the Employer, taking into account the needs of the activity centre.

411.08 Annual vacation leave

The period between June 1 and September 30 is considered to be the normal period for employees to take their annual vacation leave.

411.09

For employees who wish to take their annual vacation leave during the normal annual vacation period, the Employer has until March 1 to post a list of employees with their seniority and the amount (quantum) of annual vacation leave to which they are entitled, along with a sign-up sheet. Employees have until March 15 to sign up for their preferred vacation dates.

411.10

For employees who wish to take their annual vacation leave outside the normal annual vacation period, the Employer has until September 1 to post a second list, and employees have until September 15 at the latest to indicate their preferred vacation dates.

Employees may take their annual vacation leave the week of Christmas and/or the week of New Year's when the needs of the activity centre so permit.

411.11

In all cases, the Employer decides the dates of annual vacation leave, taking into account employees' stated preferences and their seniority, but applied by job title and by the activity centre in which they hold a position or are assigned for more than twenty-eight (28) days.

However, employees' seniority and preferences only take precedence for one choice of continuous annual vacation leave within each of the two (2) annual vacation periods, that is, the normal vacation period and the period outside the normal vacation period.

At the employee's request, annual vacation leave starts or ends on one (1) full weekend off.

411.12

An employee may take her or his annual vacation leave continuously or not. Each period is of at least one (1) week. However, an employee may choose to split one (1) week of annual vacation leave. These days do not appear on the annual vacation schedule and are taken after coming to an agreement with the Employer as to the dates.

Employees who are entitled to more than twenty (20) working days of annual leave under Article 23 of the national provisions of the collective agreement may take the additional days on a continuous basis or split them up.

411.13

The annual vacation leave schedule is posted no later than April 1 for the normal annual vacation period and no later than October 1 for the period outside the normal annual vacation period. This annual vacation leave schedule can only be modified after an agreement is reached between the parties.

411.14

Two (2) employees with the same job title who work in the same activity centre and have the same number of days of annual vacation leave are free to exchange their annual vacation dates with the consent of their immediate superior.

411.15

If employees are unable to take their annual vacation leave at the scheduled time because of a disability, a work-related accident, an employment injury or a protective leave for workers who are pregnant or breastfeeding that occurred before their vacation period started, they may postpone their period of annual vacation leave until a later date.

However, they must inform the Employer before the date set for their period of annual vacation leave, unless it is impossible to do so as a result of their incapacity, in which case their period of annual vacation leave is automatically postponed. In the latter case, employees must prove they were unable to inform the Employer as a result of their incapacity, as soon as possible. In all cases where annual vacation leave is postponed, the Employer decides the new vacation dates once the employee returns to work, taking the latter's stated preference into account.

411.16

Spouses who both work in the same institution may take their annual vacation leave at the same time. Their period of annual vacation leave is, however, that of the spouse with less seniority, providing that this does not affect the choices of other employees with more seniority.

411.17

Employees on the float team are registered on the list of annual vacation leave for the "float team" activity centre, by job title.

411.18

Annual vacation pay is remitted to employees under the same terms and conditions as regular pay periods unless an employee makes a specific request for advance vacation pay when signing up for a chosen annual vacation date. In that case, annual vacation pay is remitted to the employee with the pay preceding her or his departure on vacation.

MATTER 412

GRANTING OF LEAVE WITHOUT PAY AND APPLICABLE CONDITIONS, EXCLUDING LEAVE WITHOUT PAY UNDER THE PARENTAL RIGHTS PLAN AND LEAVE WITHOUT PAY TO WORK IN A NORTHERN INSTITUTION

412.01 Leave without pay or part-time leave without pay to teach

In the aim of allowing the high-school, CEGEP and university sectors to benefit from the input and experience of employees from the health and social services system, employees with at least one (1) year of service may, after agreement with the Employer and after making a request in writing at least thirty (30) days in advance, obtain leave without pay or part-time leave without pay for a maximum of twelve (12) months to teach in a sector related to their profession.

Before it expires, this leave or part-time leave without pay may in exceptional cases be renewed for a maximum period of twelve (12) months, after agreement with the Employer.

During the summer period (June, July and August) and the winter holiday period, employees on leave without pay or part-time leave without pay who are not required to teach during this period may register on the availability list. During this period, the employee is then considered to be a casual employee, subject to the provisions on seniority set out in clause 26.01 1) of the national provisions of the collective agreement.

412.02 Leave without pay or part-time leave without for studies

After agreement with the Employer, an employee may, after making a request in writing at least thirty (30) days in advance, obtain leave without pay or part-time leave without pay for a maximum of twenty-four (24) months to pursue studies pertaining to a job title contained in the *List of job titles, job descriptions and salary rates and scales in the health and social services system* that exists in the institution.

412.03 Leave without pay

After agreeing with the Employer on the dates, an employee with at least one (1) year of service may, once per period of one (1) year, obtain leave without pay for up to a maximum of four (4) weeks, after making a request in writing at least thirty (30) days in advance. It is understood that during the normal annual vacation period, annual vacation leave is granted in priority over leave without pay.

This leave without pay may be divided into four (4) periods of at least one (1) week each.

After agreement with the Employer, employees with a position who have at least five (5) years of service may obtain, once per period of at least five (5) years, an extension of this leave without pay of up to fifty-two (52) weeks including the leave without pay stipulated in the first paragraph of this clause.

To obtain this extension of the leave, an employee must make a request in writing to the Employer at least sixty (60) days in advance, specifying the duration of this leave.

412.04

The following terms and conditions apply to leave without pay of more than four (4) weeks' duration, except the leave stipulated in clauses 412.05, 412.06, 412.08 and 412.09:

a) Annual vacation

The Employer pays employees the remuneration corresponding to the number of days of annual vacation leave accumulated up to the date on which they go on leave.

b) Sick leave

Sick leave accumulated at the time the leave starts, under Article 30 of the national provisions of the collective agreement, is credited to the employee and cashed in according to the provisions of said Article 30.

c) Terms and conditions for returning to work

Employees may terminate their leave without pay before the stipulated date providing that they notify the Employer in writing at least (30) days in advance, and in the case of leave without pay to teach, providing that they have not abandoned their work with a school board, CEGEP or university to work for another employer. In that case, employees are reinstated in their position when the work schedules are set following their notice of return to work.

For up to one (1) year at most, the position of an employee on leave without pay will not be posted and will be deemed to be a position temporarily without an incumbent.

Thirty (30) days before their leave ends, employees must notify the Employer of their return to work, failing which they are deemed to have voluntarily quit their job. They are then registered on the availability list and must provide the minimum availability as of the date of their return to work, failing which they are deemed to have quit their job.

In the event that the position of an employee on leave without pay is no longer available, the employee may obtain a vacant or newly created position in accordance with the local provisions of the collective agreement, or may take advantage of the bumping and/or layoff procedure.

d) Right to apply for a position

Employees may apply for and obtain a position in accordance with the provisions stipulated in Matter 7 of these local provisions, providing that they can begin work within thirty (30) days of being appointed to the position. If an employee obtains the position, the notice stipulated in the preceding subclause c) of this clause is deemed to have been given.

412.05 Leave without pay for public office

Employees who take up public office may obtain leave without pay for which the terms and duration are set out in the various laws currently in force.

412.06 Leave without pay for marriage or civil union

In addition to the provisions on leave for marriage or civil union in the national provisions of the collective agreement, employees are entitled to take one (1) week of leave without pay.

This leave cannot immediately precede or follow their annual vacation leave if the latter is taken during the normal annual vacation period.

412.07 Part-time leave without pay through an exchange of positions

After agreement with the Employer, who cannot refuse without a valid reason, employees with a full-time position who have at least one (1) year of service may, upon written request at least thirty (30) days in advance, obtain a part-time leave for a minimum of two (2) months and a maximum of fifty-two (52) weeks.

In order to take part-time leave, an employee must be able to exchange her or his full-time position for the position of a part-time employee with the same job title in the same activity centre. The exchange is done on condition that the employees involved meet the normal job requirements of the positions to be exchanged.

At the end of this part-time leave, the employees involved in the exchange of positions return to their respective positions. If either employee ceases to hold her or his position during the scheduled period of leave, the part-time leave ends the day before the employee ceases to hold her or his position, unless the parties agree to define other terms and conditions.

412.08 Part-time leave without pay

After agreement with the Employer, who cannot refuse without a valid reason, a full-time employee with at least one (1) year of service may obtain once every three (3) years, upon written request at least thirty (30) days in advance, a part-time leave without pay for a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks. The employee specifies the duration of the leave when making the request. The part-time leave without pay cannot be for more than three (3) days a week or six (6) days every two (2) weeks.

To obtain this leave, the employee must request it in writing at least thirty (30) days in advance of the planned start of the leave and specify the duration of the leave requested.

Once the leave is granted, its duration and terms and conditions cannot be modified without the consent of the Employer and the employee concerned. If, however, the employee obtains another position during the scheduled period of part-time leave without pay, the part-time leave without pay ceases on the date she or he begins work in the new position.

412.09 Leave without pay to take part in humanitarian aid work

After agreement with the Employer, employees who have at least five (5) years of service may obtain, once per period of at least five (5) years, a leave without pay of up to six (6) months' duration to participate in humanitarian work or to work in a humanitarian aid organization.

To obtain this leave, the employee must request it in writing at least ten (10) days in advance of the planned start of the leave and specify the duration of the leave requested.

MATTER 413

DEVELOPMENT OF HUMAN RESOURCES, EXCLUDING ALLOCATED AMOUNTS AND RETRAINING OF EMPLOYEES WITH JOB SECURITY

413.01 Statement of principle and definition

The local parties recognize the importance of developing human resources.

The term “development of human resources” means the integrated and continuous process by which employees acquire knowledge, develop skills and improve aptitudes in the performance of their duties.

For the purposes of this matter, the development of human resources is aimed at meeting skill development needs in order to improve the institution’s clinical service delivery, and at responding to new policy directions in the health and social services sector. It must aim to improve the quality of services and optimally meet the needs of clientele in the health care and social services system.

Development of human resources is achieved through in-service training, activities enabling employees to adapt and adjust, and professional development activities. These activities are charged to the budget for development of human resources that stems from Article 31 of the national provisions of the collective agreement.

413.02 Induction and integration program

For newly hired employees, the Employer organizes induction and integration activities aimed at familiarizing them with their new work place and integrating them.

The aim of the induction and integration program is to transmit to newly hired employees information on the institution’s culture, values, philosophy and expectations, and convey the current standards and policies in force. The program also helps familiarize newly hired employees with the various general work tools.

An induction and integration program is organized using the Employer’s own financial resources, and the amounts thus used must not be charged to the budget for the development of human resources stipulated in Article 31 of the national provisions of the collective agreement.

Orientation provided by the Employer

Any type of orientation provided directly by the Employer (such as when employees register on the availability list, are about to obtain an assignment, or take up a new position) is also organized using the Employer's own financial resources, and the amounts thus used must not be charged to the budget for the development of human resources stipulated in Article 31 of the national provisions of the collective agreement.

Despite the preceding, if employees receive in-service training during their orientation period, the ensuing costs are charged to the budget for the development of human resources stipulated in Article 31 of the national provisions of the collective agreement.

413.03 In-service training

In-service training is a set of activities aimed at maintaining employees' efficacy and skills in performing their duties.

Thus, in-service training may notably enable employees to adjust to the use of new technologies, equipment or devices that alter the performance of their duties, to adjust to legislative changes governing their field of work, and to acquire new work or treatment methods or new therapeutic approaches.

413.04 Adaptation for employees

For employees affected by a transformation in the health and social services system that has a local impact, or by a transformation in the organization of work, the Employer organizes adjustment activities, as needed, that enable employees to acquire the qualifications, additional theory and techniques necessary to perform the new duties conferred on them, where applicable.

413.05 Professional development

Professional development is an activity or program of activities enabling an employee or group of employees to acquire greater skills in performing their professional duties.

413.06 Human Resources Development Committee

A Human Resources Development Committee is formed within sixty (60) days of these local provisions being signed, and consists of a maximum of six (6) members designated as follows:

- a) a maximum of three (3) representatives designated by the Union;
- b) a maximum of three (3) Employer representatives.

The parties may nonetheless agree to be occasionally accompanied by a resource person whose expertise may be helpful in making progress on one or more issues.

413.07 Human Resources Development Committee procedures

The committee sets its own operating procedures and regular schedule of meetings, subject to the following terms.

a) Quorum

Three (3) committee members constitute a quorum for meetings, as long as there is one union representative and one employer representative.

b) Frequency of meetings

A minimum of four (4) meetings of the committee must be held in a given reference year.

413.08 Human Resources Development Committee mandate

The mandate of the Human Resources Development Committee is to make recommendations to the Employer on various aspects of human resources development, notably with respect to:

- a) identifying needs;
- b) developing the in-service training plan and professional development activity plan after consulting employees, which must ensure an adequate response to identified needs;
- c) distributing the allocated amounts for in-service training and professional development among the employees in the various areas of work, taking into account the priority needs identified by the Employer;
- d) deciding on the terms for implementing the in-service training plan and professional development activities plan and setting selection and eligibility criteria for the employees concerned.

The committee is also responsible for:

- a) following up on the training plan and professional development activities plan;
- b) proposing adjustments as needed;
- c) ensuring oversight of the budgets allocated for in-service training and professional development;
- d) proposing a schedule for implementing the in-service training plan and professional development activities plan.

413.09 Human resources development plan

The Employer draws up the annual in-service training and professional development plan following the Human Resources Development Committee's work. To this end, the Employer annually provides the established budget in applying the national provisions of the collective agreement. The Employer transmits the annual human resources development plan to the Union, which has thirty (30) days to make its final recommendations.

The Employer strives to distribute the amounts earmarked for the in-service training and professional development activities plan as equitably as possible among the various job titles and activity centres.

The Employer encourages employees' professional development.

413.10 Conditions applying to employees

Employees who participate in an in-service training or professional development activity are deemed to be at work and are entitled to the following conditions:

- a) they are given time off from work with no loss of regular pay for the time required to participate in the activity; in no case, however, may they receive more than the regular weekly salary for their job title in a given week;
- b) if all or part of the activity takes place outside the employees' regular hours of work, the Employer gives them an equal amount of time off, hour for hour, as the number of hours spent in the training activity, within eight (8) weeks of the end of the activity, at a time agreed upon by the employees and their immediate superior, failing which the hours are paid to the employees in accordance with the national provisions of the collective agreement;

- c) living and travel expenses required by the Employer and necessary to the employees' participation are paid upon presentation of receipts or supporting documents;
- d) schedules may be rearranged to allow employees on evening or night shifts to have access to training activities.

413.11 Use of the human resources development budget

The human resources development budget is used to reimburse salaries and employee benefits for participating employees as well as educational, travel and living expenses, and any other fees or expenses related to the activity.

By June 1 each year, the Employer informs the Union of the amount available for human resources development, under Article 31 of the national provisions of the collective agreement for the current fiscal year, and the uncommitted amount from the preceding year to be added to it, where applicable.

The Employer gives the Union a detailed report of the activities of the preceding year, which must contain, in particular, the title of the training activity, the organization that provided the training, when available, the date of the training activity, the name and job title of the employee who received the training, the number of hours of training, and the expenses mentioned in the first paragraph of this clause.

The Employer also gives the Union a provisional report three (3) times a year.

413.12 Eligibility conditions for development of human resources activities

All employees covered by the bargaining unit are eligible for these activities.

MATTER 414

ACTIVITIES OUTSIDE FACILITIES MAINTAINED BY AN INSTITUTION COVERED BY THE *ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES* WITH SERVICE USERS COVERED BY THAT ACT, OR OUTSIDE AN INSTITUTION COVERED BY THE *ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES FOR CREE NATIVE PERSONS* WITH BENEFICIARIES COVERED BY THAT ACT

414.01

The special working conditions that apply to employees called upon to accompany service users for an outside activity lasting more than twenty-four (24) hours is subject to a written agreement between the Employer and the Union, if possible thirty (30) days prior to the activity, detailing the following terms and working conditions:

- a) the employee(s) called upon to accompany service users for an outside activity lasting more than twenty-four (24) hours;
- b) the remuneration over and above the normal work shift, premiums, allowances, indemnities and reimbursements, where applicable, all in accordance with the national provisions of the collective agreement;
- c) any other applicable terms and conditions.

MATTER 415

LOCAL COMMITTEES' MANDATES AND OPERATING PROCEDURES CONCERNING MATTERS STIPULATED IN THIS SCHEDULE, WITH THE EXCEPTION OF UNION LEAVE REQUIRED FOR THE PURPOSES OF NEGOTIATING THESE MATTERS

415.01

As needed, the parties may agree to set up a committee to deal with any question or problem raised by the parties.

415.02

Once set up, the committee must meet within thirty (30) days.

415.03

In that case, the mandate, composition and operating procedures are agreed to by the parties.

MATTER 416

RULES OF CONDUCT BETWEEN THE PARTIES

416.01

The parties help build and maintain orderly relations between them. To that end, the parties give priority to the following principles:

- a) respect and civility among the individuals who form the two sides, whatever role or function each has;
- b) openness and good faith as part of a problem-solving approach in dealing with labour relations issues.

MATTER 417

POSTING OF NOTICES

417.01

The Employer places eight (8) locked bulletin boards at the Union's disposal, for the Union's exclusive use. A key is given to Union representatives.

417.02

After receiving a union notice, in accordance with the terms and conditions set by local agreement, the Employer posts that notice on its Intranet communications network within forty-eight (48) business hours.

417.03

The posted documents and union notices must not contain any statements directed against the parties concerned, their members or their representatives.

MATTER 418

PROFESSIONAL ORDERS

418.01

Employees are free to choose whether or not to belong to a professional order, except when membership is legally mandatory. When their license to practice expires, employees must prove to the Employer that they have renewed it.

418.02

At the request of employees who are required to belong to a professional order, the Employer grants as much support as possible to help them meet the various requirements imposed by their order when professional inspections are conducted.

418.03

After agreement with the Employer, employees may obtain an internship, practicum or training setting with the Employer when their professional order requires an internship, practicum or training as a condition for readmission.

418.04

The Employer may grant leave without pay to employees whose right to practice is temporarily suspended by their professional order. The terms and conditions applicable to this leave without pay are those stipulated in the local provisions of the collective agreement concerning leave without pay of up to four (4) weeks' duration or leave without pay of up to a maximum of fifty-two (52) weeks' duration.

This clause does not prevent the Employer from imposing a disciplinary measure or an administrative measure.

MATTER 419

PROFESSIONAL PRACTICE AND LIABILITY

419.01 Organization of work and conditions favorable to professional practice

The Employer performs her or his executive, administrative and management duties and those associated with the organization of work, taking into account employees' professional responsibilities and duties as a whole.

419.02 Professional autonomy and judgement

Employees are governed by the principles set out in the code of conduct or ethics governing their profession and in the institution's code of conduct, as well as by the obligations ensuing from the *Act respecting health services and social services* (Chapter S-4.2).

Moreover, the Employer respects employees' professional autonomy and judgement, which must be exercised in accordance with the institution's mission and orientations and the Employer's policies.

The Employer encourages employees to exchange ideas with management representatives in the aim of improving the organization of work, to ensure the accessibility, quality and continuity of care and services for service users.

419.03 Signature on a document

Any technical document or document of a professional nature prepared by an employee or under her or his supervision must be signed by that employee. However, use of the content of such a document remains the Employer's responsibility. If the Employer publishes some or all of such a document in any form whatsoever, the author's name, title and activity centre must be indicated on the document. An employee cannot be required by the Employer to sign a document that she or he has not prepared.

419.04 Changes to a document

No employee is required to modify a document of a professional or technical nature that she or he has prepared and signed and believes to be accurate in professional terms.

419.05 Withdrawal of authorization stipulated by law

Employees whose authorization under the *Youth Protection Act* (Chapter P-34.1) or the *Youth Criminal Justice Act* (SC 2002, c. 1), which is required to perform their duties, has been withdrawn, are registered on the availability list and governed by the terms and conditions in Matter 6 of these local provisions. If they have not re-obtained their

authorization within a period of six (6) months, their position or assignment is automatically taken away from them. After agreement with the Employer, who cannot refuse without a valid reason, they may continue to be registered on the availability list in accordance with Matter 6 of these local provisions.

This clause cannot prevent the Employer from imposing a disciplinary measure or an administrative measure.

419.06 Recognition of employees' contribution in preparing student trainees

Employees who supervise student trainees referred by recognized educational institutions receive the benefits associated with this responsibility in accordance with the terms and conditions stipulated in the directive *Gestion et utilisation des revenus des stages universitaires et non-universitaires* (management and use of revenue from university and non-university training placements). The Employer consults professional employees, as needed, on the use of revenue from student placements.

419.07 Summons to appear in court in the context of an employee's duties

When employees are summoned to appear as a witness in a case in which they are not one of the concerned parties, regarding facts brought to their attention in the course of their duties, the Employer helps them prepare their testimony if they so request.

MATTER 420

SPECIAL CONDITIONS WHEN TRANSPORTING SERVICE USERS COVERED BY THE *ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES* (CHAPTER S-4.2) OR BENEFICIARIES COVERED BY THE *ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES FOR CREE NATIVE PERSONS* (CHAPTER S-5)

420.01

Employees who are assigned to accompany a service user outside any of the facilities of the institution for which they work, including home base, receive the following remuneration and allowances:

- a) they are considered to be at work for the time that they are accompanying the service user. They must therefore be remunerated in accordance with the national provisions of the collective agreement, including overtime if the duration of this work and/or the period of accompanying the beneficiary exceeds a normal work day;
- b) once they have left the service user, employees must return to one of the facilities of the institution, including home base, as soon as possible and by the means of transportation determined by the Employer;
- c) they are considered to be at work until the end of their work shift, during the waiting period preceding the return trip. However, they are considered to be on on-call duty for the period that exceeds the normal work day and are remunerated, in the latter case, in accordance with the provisions of Article 20 of the national provisions of the collective agreement. For the duration of the return trip, the employee is also deemed to be at work and is therefore remunerated in accordance with the terms and conditions set out in subclause a);
- d) the Employer reimburses employees for travel and living expenses under the terms and conditions stipulated in Article 33 of the national provisions of the collective agreement, upon presentation of receipts or supporting documents;
- e) for any trip lasting twenty-four (24) hours or more, the Employer ensures that employees who so request have a sufficient period of rest before resuming their regular work shift;
- f) for any trip lasting twenty-four (24) hours or more that is extended during a weekly day off, an agreement must be reached to decide the work schedule arrangement;

- g) when employees, on clinical grounds, consider it better not to use their personal vehicle to accompany a service user, they communicate with their immediate superior, who decides whether another means of transportation should be used.

MATTER 421

LOSS OR DESTRUCTION OF PERSONAL PROPERTY

421.01

When an employee's personal property (clothing, watch, glasses, contact lenses or other prosthesis or orthosis, etc.) is damaged or destroyed in the performance of her or his duties, the Employer provides for its replacement or repair.

Employees must present their claim to the Employer no later than fourteen (14) days after the accident, except in cases where they are unable to do so.

421.02

When the destruction of employees' personal property in the course of their duties prevents them from continuing to perform their work, they may take time off from work without loss of salary to see to the replacement of this personal property, for the rest of the work shift in which the personal property was destroyed.

MATTER 422

RULES TO FOLLOW WHEN UNIFORMS ARE REQUIRED BY THE EMPLOYER

422.01

When uniforms are required, the Employer provides the uniforms and pays for their upkeep, unless exceptions are stipulated in a local agreement.

MATTER 423

LOCKER ROOM AND DRESSING ROOM

423.01

Whenever possible, the Employer provides employees with lockable lockers in which to leave their clothing. The existing locker rooms at the time the local provisions are signed remain in place unless there is an organizational change, in which case the Employer informs the Union.

423.02

If the institution's premises allow for it, the Employer provides employees with a dressing room. The existing dressing rooms at the time the local provisions are signed remain in place unless there is an organizational change, in which case the Employer informs the Union.

423.03

The parties agree that the Union will be consulted when there are plans to renovate, enlarge or build new locker rooms or dressing rooms.

MATTER 424

PAYMENT OF SALARIES: TERMS AND CONDITIONS

424.01 Pay slip

On the pay slip, the Employer enters:

- the Employer’s name;
- the employee’s first and last names;
- the employee number;
- the job title;
- the date of the pay period and the date of payment;
- the number of hours paid at the regular rate;
- the overtime hours worked in this period and the balance of overtime accumulated;
- the nature and amount of premiums, indemnities, allowances or supplements paid;
- the rate of pay;
- gross earnings;
- the nature and amount of the deductions made;
- net pay;
- the number of hours of sick leave accumulated;
- the number of floating days off accumulated;
- the amount (quantum) of annual vacation leave;
- the number of days of statutory holidays accumulated;
- accumulated seniority;
- if the payroll system so permits without additional costs, the Employer enters the number of hours actually worked in terms of premiums.

The Employer must use separate pay slips for amounts remitted as retroactive pay (if any), advance vacation pay, unused sick leave at the time it can be “cashed in,” and income protection (if any).

424.02

Whenever possible, the Employer offers employees an automated system for completing and transmitting their attendance record (timesheet and pay slip).

424.03

Salary is paid every two (2) weeks by bank deposit.

424.04

In the event of an error in pay of forty-five dollars (\$45.00) or more for which the Employer is responsible, the latter undertakes to correct the error within five (5) working days following the date the Employer was notified of the error by the employee.

When the error results in the employee receiving no pay, the Employer undertakes to rectify the error as quickly as possible.

424.05

In the event of an error in pay involving an overpayment to an employee by the Employer, it is agreed that the Employer will recover the overpayment in accordance with the method agreed upon by the Employer and the employee or, failing agreement, by withholding a maximum of forty dollars (\$40) per week. It is agreed that the Employer can recover only the amounts overpaid in the six (6) months preceding the date the employee was notified of the error.

424.06

The Employer pays the employee the amounts owing, including fringe benefits, by bank deposit in the pay period following the employee's departure.

424.07

No amount may be deducted from an employee's salary for any article whatsoever that is broken or lost.

MATTER 425

ESTABLISHMENT OF A CREDIT UNION

425.01

The parties agree to encourage employee participation in the *Caisse Desjardins du Réseau de la santé*.

At the request of an employee, the Employer makes source deductions for the *Caisse Desjardins du Réseau de la santé*.

MATTER 426

TRAVEL ALLOWANCES (EXCEPT QUANTA)

426.01

When, at the Employer's request, employees have to perform their duties outside their home base, they are deemed to be at work during their entire travel time. In that case, they are entitled to the travel allowances stipulated in Article 33 of the national provisions of the collective agreement.

Home base is determined by the Employer and is located at the facility where employees perform their activities for more than half of the work week. In all other cases, the home base is determined by the Employer in accordance with the following criteria:

- a) the place where an employee regularly receives instructions;
- b) the place where an employee reports on her or his activities.

Travel allowances are calculated using the home base to which an employee is assigned as the starting point. Employees cannot have more than one home base.

However, employees may be required to change their home base when they have an assignment arising from either a position temporarily without an incumbent as defined in clause 404.01 of these local provisions, a temporary work increase, or work of a limited duration.

426.02

Notwithstanding the preceding, when employees have to travel from their residence to a workplace other than their home base, bypassing their home base, they are reimbursed only for the extra distance they have to travel, over and above what they normally have to travel to go from their residence to their home base and back.

The Employer decides whether employees have to go via their home base or not.

426.03

Subject to the provisions on meals and travel allowances stipulated in the national provisions of the collective agreement, employees are entitled to meal allowances when they have to travel outside their home base and cannot return to their home base or residence or to any of the Employer's other facilities that offer meals.

426.04

When the use of a personal vehicle is no longer required by the Employer, the latter so informs employees in writing thirty (30) days in advance.

When employees are not required to use their own vehicle, the Employer decides what other means of transportation are to be used and reimburses employees for the expenses thus incurred, if applicable.

426.05 Reimbursement of expenses

Expenses paid under this matter and Article 33 of the national provisions of the collective agreement are reimbursed upon presentation of receipts or supporting documents.

MATTER 427

DURATION OF THE LOCAL PROVISIONS

427.01

These local provisions of the collective agreement take effect on February 3, 2019, and remain in force until they are replaced by the parties, where necessary, in accordance with Section 60 of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (Chapter R-8.2).

427.02

In accordance with clause 46.10 of the national provisions of the collective agreement, the appendices and letters of agreement set out in these local provisions are an integral part of the local provisions of the collective agreement. Accordingly, these local provisions apply insofar as they are not modified by the appendices and letters of agreement.

427.03

The memorandum of understanding for implementing the new local provisions, signed by the parties on January 28, 2019, is also an integral part of the local provisions of the collective agreement.

427.04

The parties agree to make the necessary adjustments to ensure that the text of the local provisions is consistent with new national provisions of the collective agreement that come into force, where applicable.

IN WITNESS WHEREOF, the local parties signed in Montréal on the 28th day of January, 2019.

CENTRE INTÉGRÉ UNIVERSITAIRE DE
SANTÉ ET DE SERVICES SOCIAUX DE
L'OUEST-DE-L'ÎLE-DE-MONTRÉAL



Jean-François Miron,
Directeur des ressources humaines,
des communications et des affaires
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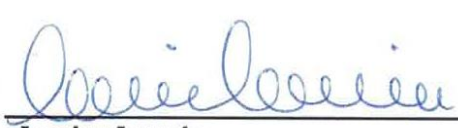


Karine Larocque,
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