

LOCAL PROVISIONS of the Collective Agreement

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

McGill University Health Centre (MUHC)



*Note: Only the French version of the Local Provisions shall be considered the official text.
In case of divergence between the English and French texts, the French text prevails.*

LOCAL PROVISIONS

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

McGILL UNIVERSITY HEALTH CENTRE

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LOCAL PROVISIONS

between

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

and

THE MCGILL UNIVERSITY HEALTH CENTRE

PART I
ARTICLES

ARTICLE 1

NOTION OF POSITIONS, EXCEPT FOR THE RESERVED POSITIONS AND TERMS OF APPLICATION

1.01 Single Position

The group of duties exercised by an employee within one centre of activities and contained in one of the job titles stipulated in the National Provisions and their appendices.

1.02 Compound Position

The group of duties exercised by an employee within more than one centre of activities and contained in one of the job titles, stipulated in the National Provisions and their appendices. A float team position cannot be a component of a compound position.

ARTICLE 2

NOTION OF CENTRE OF ACTIVITIES

2.01 Centre of activities

A group of specific activities hierarchically organized constituting a distinct entity in the organizational structure of the establishment.

A centre of activities may be a department of chronic or psychiatric patients, a laboratory or radiology department, a program, a point of service, etc.

Within forty-five (45) days of the effective date of this agreement, the Employer shall provide the Union a list of centres of activities in existence at the time of the signing of these local provisions of the Collective Agreement.

ARTICLE 3

LENGTH AND TERMS OF THE PROBATION PERIOD

- 3.01** The newly hired person is subject to a probationary period the duration of which will be communicated to the employee when she or he is hired.
- 3.02** The newly hired employee whose job title requires a college degree is subject to a probationary period of fifty (50) days of work.
- 3.03** The newly hired employee whose job title requires a university degree is subject to a probationary period of one hundred and twenty (120) days of work.
- 3.04** If the Employer rehires an employee who did not previously complete her or his probationary period due to a shortage of work, the employee, in order to acquire her or his seniority, needs only complete the days of work missing in the previous probationary period, provided that less than one (1) year has elapsed since her or his departure.
- 3.05** The probationary period for an employee may be extended through a written agreement between the Union and the Employer.
- 3.06** When a person is subject to a program of initiation and orientation, the length of the probationary period, as established in this Collective Agreement, shall not be extended.

ARTICLE 4

POSITION TEMPORARILY DEPRIVED OF ITS INCUMBENT: DEFINITION AND CIRCUMSTANCES REQUIRED TO FILL THE POSITION

4.01 Positions Temporarily Deprived of Their Incumbents

The positions temporarily deprived of their incumbents are the positions for which the incumbent is absent for one or another of the following reasons:

- a) illness or accident;
- b) vacation;
- c) parental leaves;
- d) a period between the date the position becomes vacant or is created and the date the incumbent takes up her or his duties;
- e) a period during which the Employer is waiting for the employee referred by the Regional Manpower Service;
- f) all absences, except those where the incumbent does not have the right to reoccupy her or his position upon her or his return;
- g) leaves for Union activities;
- h) statutory and compensatory holidays;
- i) absence of an employee assigned to a replacement outside of the bargaining unit;
- j) time-off resulting from the conversion of premiums into paid time-off in application of clause 19.02 of the National Provisions.

4.02 Positions temporarily deprived of their incumbents are not considered vacant and are filled in accordance with the needs of the centre of activities in this following order:

- 1) by the employees on the float team;
- 2) by the employees on the replacement team provided for in clause 15.01 of the National Provisions;
- 3) by the employees on the availability list.

4.03 However, when the Employer decides to fill a position, the Employer can fill it on a complete, partial and/or interrupted basis. If the Employer decides not to fill the position or to fill it on a complete, partial and/or interrupted basis, the Employer communicates the reasons for this decision, in writing, to the Union.

ARTICLE 5

NOTION OF REASSIGNMENT AND TERMS OF APPLICATION, EXCLUDING REMUNERATION

5.01 Reassignment

Refers to any temporary transfer of an employee requested by the Employer.

5.02 It is agreed that the Employer may temporarily reassign an employee during her or his shift, when the needs of a centre of activities require it, in the following cases:

A. In the case of a fortuitous event or an act of God.

Such a reassignment is carried out in inverse order of seniority, provided the employee meets the normal requirements of the job. An employee cannot be reassigned more than once per work shift.

B. In the case of an unforeseen absence resulting in an urgent and imperative need for personnel in a specific centre of activities.

In such an event, the Employer cannot reassign an employee if the use of other means is appropriate. Such reassignments cannot exceed the duration of the work shift and cannot be repetitive.

These reassignments will be carried out in order of seniority among the volunteers or in inverse order of seniority if there are no volunteers, provided that in all cases, the employee meets the normal requirements of the job.

C. In the cases of a temporary closure, whether total or partial, of a centre of activities, such as during the vacation period, repairs, decontamination. Such closures may not exceed four (4) months.

For these reassignments, the Employer will post a list of the available assignments for a period of seven (7) days (except in cases of decontamination) and the employees will provide their preferences by order of seniority. These reassignments must take into account the normal requirements of the job.

D. Autres circonstances exceptionnelles, auquel cas l'Employeur informe le Syndicat à l'avance, si possible.

5.03 This clause is not intended to prevent an employee from volunteering for a reassignment under and in accordance with the framework and provisions made in the preceding sub-paragraphs.

ARTICLE 6

TEMPORARY ASSIGNMENTS, EXCLUDING THOSE RELATING TO EMPLOYEES BENEFITING FROM JOB SECURITY, EMPLOYEES ON DISABILITY AND EMPLOYEES TAKING ADVANTAGE OF THE PARENTAL RIGHTS PLAN

SECTION I

6.01 Availability List

The availability list is used to supplement the replacement team referred to in clause 15.01, sub-paragraph 2 of the National Provisions, to the float team, and more particularly to fill the positions temporarily deprived of their incumbents, to address needs resulting from a temporary work overload in a centre of activities, and to carry out work of a limited duration of less than six (6) months (except by agreement between the parties, such agreement being renewable).

6.02 This list includes the names of the following persons:

- a. Every laid-off employee, other than those referred to in clause 15.03 of the National Provisions.
- b. Necessarily, every employee, non-holder of a position, who has completed a period of temporary employment.
- c. Every part-time employee expressing additional availability.
- d. Every employee who has resigned from her or his position in order to be registered on the availability list in accordance with the provisions made in sub-paragraph 4 of clause 13.05 of the National Provisions.
 - The full-time employee cannot avail herself or himself of Article 7 of this Collective Agreement to obtain a full-time position in the twelve (12) months following her or his registration on the availability list.
 - The part-time employee cannot avail herself or himself of Article 7 of this Collective Agreement in the twelve (12) months following her or his registration on the availability list.
 - Despite the preceding, an employee's application for a position will be considered when, following application of the provisions of the Collective Agreement, no candidate meets the normal requirements of the job.

- e. Every person coming from outside who wishes to be registered and who the Employer accepts to register.

- 6.03** **A.** To be registered on the availability list, the employee shall make her or his availability known to the Employer in writing, specifying the job titles, the days of the week and the hours of the day for which she or he guarantees her or his availability.

The employee may register for more than one job title if she or he meets the normal requirements of the job.

Employees shall provide a minimum availability of two (2) workdays per week, including one (1) weekend every two (2) weeks (or every three (3) weeks in the case of an employee who provides availability in more than one (1) establishment). This minimum availability shall not deprive the employee of the leaves or absences to which she or he is entitled under this Collective Agreement or National Provisions.

However, in the case of part-time employee, the minimum availability provided for in this clause is reduced by the number of days of the employee's position.

Availability for weekend work is required only for those centres of activities for which operations require regular staff on the weekend.

An employee on the availability list of more than one (1) establishment is not obliged to respect the availability that she or he has expressed when she or he has accepted, in another establishment, an assignment which is incompatible with such availability. No refusal to respect her or his availability can then be used against her or him provided that she or he has notified the Employer, in advance, regarding her or his non-availability.

- B.** Subject to the exceptions mentioned above, the employee registered on the availability list cannot declare herself or himself unavailable except for the reasons for absence provided for in the Collective Agreement.

- 6.04** At the time of the registration on the list, re-registration or modification of the employee's availability, the Employer sends the Union the name of the employee as well as the availability she or he has expressed.

- 6.05** By virtue of this list and according to the availability expressed, the Employer agrees to distribute the positions temporarily deprived of their incumbents by seniority of the employees registered on this list, insofar as they meet the normal requirements of the job and that a minimum of sixteen (16) hours have elapsed on the occasion of a shift change.

However, an employee cannot be refused an assignment of five (5) days or more, solely because of the application of the preceding sub-paragraph. In such a case, the employee is not paid at the overtime rate.

An employee cannot be refused an assignment of twenty-eight (28) days or more, solely because she or he has completed five (5) days of work in the same week. The provisions regarding overtime and clause 19.04 of the National Provisions do not apply.

An employee registered on the availability list may be assigned in advance. Nevertheless, this assignment is cancelled and is offered to another more senior employee, if the latter becomes available more than two (2) days (excluding weekends and statutory holidays) before the date on which this assignment is set to start. As well, the employee assigned in advance is deemed available for any other assignment if more than two (2) days (excluding weekends and statutory holidays) remain before the date on which the assignment already granted is set to start.

6.06 Assignment of Part-time Employees or Non-Holders of a Position

A. When the expected duration of the assignment is five (5) days or more or ten (10) days or more, in the case of an assignment in a job title for which there is a float team, a part-time employee registered on the availability list may temporarily leave her or his position and obtain this assignment by job title and by seniority in her or his centre of activities, provided that she or he meets the normal requirements of the job and that her or his seniority is greater than that of the other employees on the availability list.

It is understood that such an assignment may not entail more than one transfer in the centre of activities involved.

B. When the duration of the assignment is less than five (5) days or less than ten (10) days, in the case of an assignment in a job title for which there is a float team or the duration of the assignment is unspecified, the part-time employee registered on the availability list may obtain this assignment in her or his centre of activities in priority to other employees registered on the availability list, by job title and by order of seniority, provided she or he meets the normal requirements of the job.

If the availability of this employee does not correspond entirely to the assignment to be undertaken, the unfilled portion of this assignment is granted according to the same terms and conditions to the other part-time employees in the centre of activities.

If the assignment has not been able to be entirely filled by part time employees in the centre of activities, the unfilled portion of the assignment is granted to an employee on the availability list.

- C. When the duration of an absence of unspecified length becomes known and is determined to be equal to or greater than five (5) days, the Employer shall grant a new assignment in accordance with the subparagraph A) of the clause 6.06.

6.07 If an assignment of twenty (20) weeks or more begins while an employee on the availability list is already assigned to a position temporarily deprived of its incumbent, the employee is considered available for such an assignment if there are fewer than thirty (30) days left in the employee's current assignment.

If an assignment of thirty (30) days or more begins while an employee on the availability list is absent for one of the reasons provided for by the Collective Agreement, the employee is considered available for such a assignment if she or he can start the day after it begins.

6.08 For assignments of thirty (30) days or more, the Employer shall give written notice, to the employee on the availability list who fills a position for one of the reasons mentioned in clause 4.01 of the present Collective Agreement, of the following information:

- a) the identity of the position;
- b) the name of incumbent (if applicable);
- c) the expected length of employment;
- d) the salary.

For assignments of less than thirty (30) days, the information shall be provided to the employee only upon request.

Moreover, in all cases, within ten (10) days of the end of each month, the Employer shall electronically transmit the same information to the Union.

6.09 When the Employer deletes a name from the availability list, the Employer shall send a notice, to the person concerned and to the Union, indicating the reasons for this action.

6.10 Annual Vacation Replacement

For the replacement of annual vacation beginning during the summer period of the annual vacation, employees may be assigned to more than one position temporarily deprived of its incumbent during this period. When there are consecutive assignments in the same centre of activities, they are deemed to be a single assignment for the purposes of clause 6.05. Notice of these assignments shall be given within thirty (30) days of the posting of the annual vacation program.

6.11 End of the Assignment

The employee on the availability list is not required to pursue the replacement of a position temporarily deprived of its incumbent by virtue of clause 25.27 of the National Provisions if the number of days of this assignment has been modified. Likewise, the employee is not obliged to pursue an assignment when the absent incumbent on disability begins a rehabilitation period in her or his position pursuant to clause 30.19 of the National Provisions.

However, the employee cannot leave an assignment when the second change is made to the unpaid leave portions of the extended parental leaves provided for in clause 25.27 and the subsequent clauses of the National Provisions.

6.12 Replacement of a Superior Position

When a position superior to the minimal job title in the category of employment included in the bargaining unit becomes temporarily deprived of its incumbent and the Employer decides to fill it on a complete, partial and/or interrupted basis, the Employer shall offer it in order of seniority to the full-time and part-time employees within the centre of activities concerned, provided the latter meets the normal requirements of the job, before resorting to the mechanisms provided for in this Article. Once the assignment is finished, the employee returns to her or his position, until then considered temporarily deprived of its incumbent. The employee thus assigned then holds the job title of the employee she or he is replacing. Pursuant to Article 9 of the National Provisions, she or he then receives the salary on that job title scale but corresponding to the step she or he is on in her or his own job title pay scale.

6.13 An employee who successively occupies one or more positions temporarily deprived of its (their) incumbent(s), or who fills one (1) or more temporary increase(s) in workload, or who carries out work of a limited duration, or for any other reason agreed upon by the parties, for a duration of six (6) months or more, receives, if possible, two (2) weeks' written advance notice of the end of the assignment.

6.14 Orientation Program

The Employer shall endeavour to provide orientation to a sufficient number of employees taking into account the assignment needs in the centres of activities where employees require orientation.

When an orientation program is offered to employees on the availability list, the Employer shall proceed by seniority, taking the following principles into account:

- the Employer's needs;
- the interest expressed by the employees;
- the normal requirements of the job other than the orientation;
- the availability;
- the adaptability and stability of manpower within the establishment.

Upon request, the Employer shall inform the employee concerned of the reasons why she or he cannot take advantage of the orientation program.

SECTION II FLOAT TEAM

- 6.15**
1. The Employer may create float teams depending on the needs of the establishment.
 2. The float team position may consist of more than one job title.
 3. The float team position is posted and filled according to the provisions of Article 7 of the present Collective Agreement.
 4. The Employer shall endeavour to assign the same employee for the full duration of the assignment.
 5. When no assignment is available for an employee on the float team, the Employer may grant her or him an assignment held by an employee on the availability list. This latter employee is the one with the least seniority amongst those who have an assignment with less than twenty (20) days remaining and for which the employee on the float team meets the normal requirements of the job.
 6. The parties may agree on the assignment terms of the float team.

ARTICLE 7

VOLUNTARY TRANSFER

SECTION I

INSIDE THE BARGAINING UNIT

7.01 Subject to Article 15 of the National Provisions, the Employer shall post all vacant and newly created positions covered by the bargaining unit within ninety (90) days.

However, in the event that a vacant position is targeted to undergo one of the changes stipulated in clauses 14.01 to 14.07 of the National Provisions as well as work reorganization, this posting must be made no later than twelve (12) months following the vacancy.

The position is posted on the Employer's intranet network for a period of fifteen (15) days.

At the same time, the Employer shall send a copy of the posting to the Union.

7.02 In accordance with the provisions of the clause 7.01, the posting notice shall contain the following information:

- 1) job title and the description that appears in the National Provisions;
- 2) salary scale;
- 3) supplement, if any;
- 4) centre(s) of activities;
- 5) work shift;
- 6) status attached to the position (full-time, part-time);
- 7) posting period;
- 8) the following requirements, which must be relevant and in relation to the nature of the duties:
 - for a job title for which a university degree is not required:
 - academic training
 - experience

- for a job title for which a university degree is required:
 - academic training
 - experience
 - aptitudes
- 9) in the case of a part-time position, the minimum number of working hours per four (4) week period;
- 10) home base, only as a guide;
- 11) in the case of a compound position, the regular distribution of the work schedule between the centres of activities mentioned in 4);
- 12) for centres of activities located on a single site, the Employer indicates the site; for centres of activities on multiple sites, compound positions on multiple sites, float team positions on multiple sites and CUSM positions, the Employer indicates the usual site of work.

The posting may also include any other information likely to inform the employee as to the usual workplace or work area.

7.03 Every employee has the right, during the abovementioned period, to present her or his candidacy by following the policy established by the Employer.

This employee may review the list of candidates before applying for the position. This list is available on the intranet network.

An employee cannot obtain more than three (3) transfers within a twelve (12)-month period, except in the case of a promotion, a change in status or if no other employee applies.

Pursuant to clause 13.05 of the National Provisions, a part-time employee who obtains a full-time position becomes a full-time employee; similarly, a full-time employee who obtains a part-time position becomes a part-time employee.

7.04 The list of candidates shall appear on the intranet network until the end of the posting period and is then transmitted to the Union when the employee selected is appointed.

7.05 **A.** For positions that do not require a university degree, the seniority will determine to whom the position shall be granted among those who meet the normal requirements of the job. Job requirements must be relevant and related to the nature of the duties.

B. For positions that require a university degree, the position is granted to the most competent candidate amongst those who applied and who meet the relevant requirements, taking into account factors of ability and clinical competence such as:

- experience in the designated category of employment;
- experience in the designated job title;
- experience in the designated centre of activities;
- academic training;
- aptitudes.

In the event of a tie between two (2) or more candidates who meet the above-mentioned criteria, seniority shall constitute the determining factor.

The requirements must be relevant and related to the nature of the duties.

7.06 The vacancy created by the promotion, transfer or demotion following the first job posting, must also be posted, and the position must be awarded in accordance with the stipulations of this Article and Article 15 of the National Provisions.

7.07 Job Register

A job register is established so as to allow only employees who are absent for two (2) consecutive weeks or more for a reason provided for in this Collective Agreement or in the National Provisions to change positions by registering in advance as an employee interested in the event of a vacancy in one of the desired positions. Registration on the register is valid for the duration of the employee's absence in accordance with the terms provided for in the following clauses.

7.08 An employee will be registered in the job register after notifying the Employer in writing and is considered as an application for the posted position.

7.09 The employee shall fill out the appropriate form for each position sought. An employee can only register in a maximum of five (5) centres of activities at any one time during the year. If a position for which the employee registered her or his name on the register is offered to her or him, her or his name is then withdrawn from the register for this position for the rest of the year.

7.10 The Employer shall appoint the employee within twenty (20) days of the posting period or use of the register, unless additional time is required to assess the normal requirements or as a result of difficulties reaching candidates. It shall notify the employee of her or his appointment in writing.

The list of appointments is accessible on the intranet network. The Employer transmits the list of appointments to the Union every accounting period.

The employee shall fill her or his position within sixty (60) days of the date of appointment.

7.11 Initiation and Trial Period

The employee to whom a position is granted has the right to an initiation period within a trial period of a maximum duration of thirty (30) days of work.

If the former position that the employee returns to is held by another employee whose trial period has ended, the position is considered to not have been granted, and this, until each of the affected employees has returned to her or his former position.

If the employee returns to the former position, the Employer shall offer the vacated position to another employee according to the stipulations of this Article or those in the National Provisions.

During this initiation and trial period, the employee can not apply for another position.

7.12 Special Procedure Regarding the Granting of Part-time Positions

1- This procedure applies for the granting of all part-time positions in a centre of activities, provided that the reduction of a part-time position does not prevent employees in full-time and part-time positions in this centre of activities from benefiting from one (1) weekend off out of two (2) and that it does not result in an increase in overtime, including pursuant to clause 19.04 of the National Provisions.

2- Subject to clause 7.13, as soon as a part-time position becomes vacant or is newly created, the Employer shall inform the Union, in writing, by providing it with the information provided for in clause 7.02, and proceeds in accordance with the following terms and conditions:

a) In centres of activities where there is no shift rotation:

i) The position is offered in the centre of activities concerned in order of seniority to employees holding part-time positions in the

same job title and in the same centre of activities who work on the same shift. The work hours of the position are granted in whole or in part, in order of seniority, to the employee in a part-time position who, with the addition of these work hours, becomes a full-time employee, provided that the remaining work hours, if applicable, are wholly taken up by the other part-time employees in the centre of activities. If this is not the case, the position is posted following the regular procedure provided for in this Article;

- ii) If no employee in a part-time position wants to, or can with the addition of the hours offered, become a full-time employee, the work hours of the position are offered in order of seniority to employees in part-time positions in this centre of activities, provided that all of the work hours of the position can be wholly taken up by one or more employees in part-time positions. If this is not the case, the position is posted following the regular procedure provided for in this Article.
- b) In centres of activities where there is a shift rotation, the terms provided for above apply, except for the following and provided there is no increase in shift rotation:
- i) If the vacant or newly created position is a stable position, the work hours of the position can only be offered to employees in stable part-time positions on the same work shift;
 - ii) If the vacant or newly created position is a position subject to work shift rotation, the work hours of the position may be offered to all employees in part-time positions observing the work shift rotation.
- 3- Under no circumstances should the application of the preceding procedure result in a residual position to be posted that would be less than four (4) days per period of fourteen (14) days.
- 4- Following the application of the above, the Employer, within fifteen (15) days, shall confirm in writing to each employee affected and to the Union the status and the minimum number of hours of work for the position per four (4) week period.

7.13 When a position equal to or greater than ninety-eight (98) hours of work per four (4)-week period is created or becomes vacant, it is exempt from this procedure and is posted in accordance with clause 7.01.

SECTION II

CHANGE IN USUAL SITES

7.14 In the case of a multi-site centre of activities, the employee's usual site of work may undergo a temporary or permanent change.

Within sixty (60) days of the effective date of the this Collective Agreement, the Employer shall provide the Union a list of the usual sites in existence on the date of signing and subsequently, at the latest on May 1st of each year, the list of usual sites in existence on April 1st of the year underway, if changes were made.

7.15 **Temporary Change in Usual Work Site**

Such a change may only take place after all other appropriate means of addressing the needs of the centre of activities have been exhausted, and cannot exceed three (3) months unless otherwise agreed upon by the parties under the following circumstances:

- Labour shortage;
- Unforeseen employee absences;
- Incidental variation in clientele or services to be provided;
- Specific mandate (tutoring, internships, research projects);
- Any other situations agreed upon by the parties.

Before proceeding with a temporary change in the usual site of work, the Employer shall notify the Union and employees in the centre of activities concerned, in writing, at least seven (7) days in advance. In the event that the situation does not permit to observe this delay period, the Employer shall notify the employees of the centre of activities concerned and the Union in writing.

This site change is offered on a voluntary basis and in order of seniority to employees in the job title qualified to perform the work required. In the event that there are no volunteers, the Employer shall proceed in inverse order of seniority.

The employee thus reassigned returns to her or his position at the end of the reassignment period with the same salary and advantages provided for this position.

7.16 Permanent Change in Usual Work Site

Such a change can only be made under the following circumstances:

- Modification in the medical or professional structure;
- Modification of the services to be provided to clients;
- Qualitative or quantitative variation in the clientele;
- Any other circumstance agreed upon by the parties.

Before proceeding with a permanent change in the usual work site, the Employer shall notify the Union in writing at least fifteen (15) days in advance. In this same period of time, the Employer shall inform the employees by way of a notice posted in the centre of activities concerned.

This site change toward one or more sites is offered on a voluntary basis and by order of seniority to employees in the job title who meet the requirements of the job. If there are no volunteers, the Employer shall proceed in inverse order of seniority.

Under these circumstances, the usual work site mentioned in the posting made in accordance with clause 7.02-12) is permanently modified. Written notice is transmitted to the employee and the Union within fifteen (15) days of the modification.

The Employer undertakes to minimize the negative impacts of such reassignments on human resources.

SECTION III

OUTSIDE OF THE BARGAINING UNIT

7.17 All employees covered by this Collective Agreement can apply to any vacant or newly created position immediately superior to those covered by the bargaining unit in accordance with the administrative structures of the establishment.

Where applicable, these positions are posted in accordance with the policies and terms applicable at the Employer.

7.18 In order to improve communications between Employer and employees, as well as to allow employees to submit their application, the Employer agrees to take the appropriate measures to inform the employees of any vacancy or creation of positions hierarchically superior to those mentioned in clause 7.17 of this Article.

7.19 The position is granted to the most competent candidate among those who apply, whether or not she or he comes from the bargaining unit represented by the Union.

If several candidates have equal competence, the position is granted to the one with the most years of service with the Employer, whether or not she or he is covered by the bargaining unit.

7.20 The Employer shall notify the employee, in writing, of her or his appointment. It publishes the appointment and sends a copy to the Union.

7.21 The employee to whom the position is granted is subject to a probation period in accordance with the rules applicable at the Employer.

During this period, the employee may return to her or his former position in the bargaining unit without prejudice to her or his acquired rights.

7.22 Temporary Assignment Outside the Bargaining Unit

The employee affected by sub-paragraph 3 of clause 1.01 of the National Provisions is also governed by the provisions of this Collective Agreement.

ARTICLE 8

DISPLACEMENT PROCEDURE, EXCLUDING REMUNERATION

8.01 Before triggering or resorting to the displacement procedure, the employee whose position is abolished or who is affected by the displacement procedure can accept the offer of a position among all the positions that have remained vacant following the appointment period.

In the event that an employee thus appointed decides, during her or his initiation and trial period, to not keep the position or is asked to terminate the initiation and trial period by the Employer does so without prejudice to her or his rights acquired in the displacement procedure.

The employee who keeps a position obtained in accordance with the abovementioned procedure or who obtains a position in accordance with Article 7 of this Collective Agreement ceases to be subject to the displacement and/or layoff procedure as soon as her or his initiation and trial period ends.

8.02 In cases of displacement and/or layoff and in the case of special measures stipulated in the National Provisions, the seniority of each employee shall determine the one which the displacement and/or layoff procedure may affect, as stipulated below:

1. In a job title, in a status and in a work shift affected within a given centre of activities, the employee in that job title, in that status and in that work shift with the least seniority is affected;
2. This employee can bump in another centre of activities provided, however, that she or he meets the normal requirements of the job, an employee in the same job title and with the same status on the same work shift having the least seniority, or bump in the same centre of activities an employee in the same job title and with the same status on a different work shift having the least seniority, and so on;
3. The employee who cannot use the second step bumps the employee in the same job title and with the same status having the least seniority in the establishment, provided that she or he meets the normal requirements of the job;
4. The employee with the least seniority in the job title and with the status affected can bump in another job title within the same profession, provided she or he meets the normal requirements of the job, in the same status, on the same work shift or on another work shift, the employee with the same status having the least seniority.

Each employee thus bumped can exercise her or his seniority right in the manner described in clause 8.02, provided that there is an employee who has less seniority than she or he.

5. The employee who fails to use the abovementioned mechanism when it is possible for her or him to do so is deemed to be on the availability list of the establishment. The employee is then governed by the stipulations, conditions and rights provided for in Article 6 of this Collective Agreement. She or he shall then cease to benefit from the provisions of Article 15 of the National Provisions regarding job security.

Job requirements must be relevant and related to the nature of the duties.

- 8.03** When a part-time employee bumps another part-time employee, she or he shall, in addition to being subject to the rules stipulated in this clause, bump a part-time employee whose number of working hours is equal to or greater than the number of hours of her or his former position. The employee may also bump a part-time employee who holds a position whose number of working hours is less than that of her or his former position. In such a case, clause 14.19 of the National Provisions will be applied.
- 8.04** The part-time employee may bump a full-time employee if she or he has been unable to bump another part-time employee after the entire procedure set out above has been applied. In this case, the part-time employee shall accept to become a full-time employee. In the same manner, the full-time employee may bump a part-time employee if she or he was unable to bump another full-time employee after the entire procedure set out above has been applied. In this case, she or he must agree to become a part-time employee, and her or his salary is established in accordance with clause 14.19 of the National Provisions.
- 8.05** A full-time employee may also bump more than one part-time employee with the same job title after the application of the entire procedure stipulated in clause 8.02, on condition that the hours of work of the part-time employees she or he bumps are compatible, that these hours do not cause recourse to the clause 19.14 of the National Provisions, and that, once juxtaposed, they constitute normal and regular days of work or a week of work under the terms of Article 9 of the Collective Agreement and clause 9.08 of the National Provisions and the provisions of this Collective Agreement.
- 8.06** The employee affected by the application of the preceding clauses shall receive written notice and shall have three (3) days to make her or his choice.

A copy of the notice shall be sent to the Union.

8.07 The displacements resulting from the preceding clauses may be carried out concurrently or successively.

8.08 Professional employees with a university degree shall benefit from the provisions of this Article, provided that the aforementioned displacement procedure applies solely among them.

In order to bump an employee in the same job title or in another job title, the professional employee must possess the qualifications required and meet the requirements of the job.

For the purposes of applying this clause, the employees whose job title requires a Bachelor's degree are considered as professional employees.

ARTICLE 9

ARRANGEMENT OF THE HOURS AND WORK WEEK, EXCLUDING REMUNERATION

9.01 Division of the Week

For calculation purposes, the work week is based on a calendar week. The calendar week shall be established from 00:01 a.m. on Sunday to midnight on Saturday.

Subject to sub-paragraph 2 of clause 9.08 of the National Provisions, the number of hours of work per week, for each job title, is that which is specified in the List of Job Titles and is divided equally over five (5) days of work.

9.02 Meal Period

The allotted period for meals shall not be less than one-half ($\frac{1}{2}$) hour or more than one (1) hour. The effective duration of this period is determined after agreement with the employees of the centre of activities.

Unless agreed upon by the supervisor, the employee cannot take her or his meal period at the beginning or at the end of the work day.

For evening, night and weekend shifts, the meal period must be taken within the established block of the three (3) hour period in the middle of the work shift.

The employee shall not be obliged to take her or his meals in the establishment.

9.03 Rest Period

In application of clause 24.09 of the National Provisions, the time that rest periods are effectively taken shall be determined by taking into account the needs of the centre of activities and after agreement with the supervisor.

9.04 Weekly Rest

All employees shall be granted two (2) complete and consecutive days off per week, unless it is impossible. However, following receipt of a request to this effect, the Employer shall permit an employee to take four (4) consecutive days off per two (2) weeks.

9.05 Exchange of Schedules

After having made a written request, at least twenty-four (24) hours in advance, it is permissible for two (2) employees of a same centre of activities to exchange between themselves a part or the whole of their weekly days off and/or work schedule as posted, following agreement with their supervisor. In this case, the provisions of the Article on the overtime rate shall not apply.

9.06 Number and Distribution of Weekends

The Employer must organize the division of work in such a manner that the employees shall be off in turn. The Employer shall grant the employee the greatest possible number of weekends off, taking into account the requirements of the centre of activities and the availability of personnel.

The Employer shall guarantee each employee one (1) weekend off every second (2nd) calendar week in such a manner that the employee shall never have to work two (2) consecutive weekends or part of a second consecutive weekend. This requirement shall not apply to particular situations where the lack of personnel does not allow the Employer to implement the one-out-of-two-(2)-weekend mechanism. In these circumstances, the Employer shall guarantee each employee at least one (1) weekend off every three (3) calendar weeks in such a way that the employee will never have to work more than two (2) consecutive weekends.

For the purposes of this clause, a weekend designates a continuous period of forty-eight (48) hours including the whole of Saturday and Sunday.

9.07 Posting of Schedules

The schedule of hours of work and days off shall be posted at least two (2) weeks in advance and shall cover a period of at least four (4) weeks.

The schedule is determined by the Employer, depending on the needs of the centre of activities, and taking into account, if possible, the preferences expressed by the employees.

The Employer shall mention, for each employee on the work schedule, the hours of the beginning and of the end of each work shift. The Employer may not change the said hours without valid reason and without giving notice of one (1) week, unless the employee concerned agrees.

The Employer may include the names of employees assigned to a replacement in a position temporarily deprived of its incumbent for absences that are known at the time of posting of the schedule.

Schedules are kept, for reference purposes, for at least twelve (12) months.

9.08 Organization of the Hours of Work

Upon written request from an employee, presented to her or his supervisor at least thirty (30) days before the next work schedule is drafted, the parties may, by written agreement, modify the division of daily working hours to allow an employee to choose her or his hours of entry and departure (flexible time), outside a period of required presence at work (core time), five (5) days per week, all totalling, for one (1) week, two (2) weeks or four (4) weeks, the equivalent of the number of hours of work provided for by her or his job title.

It is understood that obtaining a flexible schedule does not constitute an acquired right for this employee and cannot be used as precedent by other employees.

In the same manner, the parties may agree on any other form of arrangement of the work time.

9.09 Rotation of Work Shifts

1. When the employees are subject to the system of rotation of work shifts, schedules shall be organized in such a manner as to take into account the needs of the centre of activities, as well as the professional staff development of the employees.
2. If there is sufficient stable evening or night personnel, there shall be no rotation of work shifts among employees.
3. If the number of stable evening or night personnel is insufficient, rotation of work shifts shall be made on the basis of the centre of activities, in turn, among the employees. However, the Employer shall grant a stable evening or night schedule to the employee who requests it four (4) weeks in advance. In this case, the employee is not subject to the system of rotation unless absolute necessity. At her or his request, the employee may return to the rotation system with an advance notice of four (4) weeks, a copy of which is posted in the centre of activities, as long as she or he has not obtained a stable day, evening or night position following an appointment.
4. The Employer shall take all appropriate measures to permit the employee to work the day shift at regular intervals throughout the year. Within each four (4) month period, the employee must spend at least fifty (50%) of her or his time on the day shift, except if there is a different agreement between the supervisor and the employees of the centre of activities involved.

5. In the event that rotation of work periods is required, the Employer must establish, upon request from the majority of the employees in a centre of activities, rotation on two (2) shifts, these being days and evenings, or days and nights, as long as this does not cause an increase in staff.
6. Stable evening and night employees may be assigned to the day shift for a period not exceeding twenty (20) work days per year, to give these employees the opportunity to refresh their techniques, provided they receive notification from the Employer at least two (2) weeks in advance.
7. Notwithstanding the preceding stipulations, the Employer shall attempt to reduce the system of rotation of shifts by using measures favouring stability.

9.10 Split Shifts

Employees are not subject to the split shift system.

9.11 Time Control

The employee shall not be subject to more than one (1) system of control of her or his hours of work.

ARTICLE 10

OVERTIME, ON-CALL DUTY AND AVAILABILITY, EXCLUDING RATES AND REMUNERATION

SECTION I OVERTIME

10.01 Equitable Distribution

If overtime work must be done, the Employer shall offer it to the available employees and divide it equitably, as much as possible, among the employees who normally do the work and meet the normal requirements of the job.

However, in unforeseen or emergency situations, the Employer offers it, by preference, to the employee on the premises.

Overtime of less than three (3) hours is offered in priority to employees on-site or scheduled to work.

10.02 If an employee is called back to work, urgently, while having her or his meal, she or he shall be exempt from paying for another meal after having responded to this emergency.

10.03 Registration on the List

At the request of her or his supervisor, the employee shall express, in writing, her or his availability to work overtime hours, specifying the days of the week and the shifts for which she or he is available. If applicable, the employee or the Union may consult the registration list.

10.04 Annual List

Every year, within forty-five (45) days of April 30th, the Employer shall provide the Union with a list indicating, for each employee, for the reference period, the date and number of hours of overtime worked between May 1st of one year and April 30th of the following year. The Employer must also include the total for the reference period.

10.05 On-Call Duty

A. On-call Rotation

If the needs of the centre of activities require on-call duty personnel, the employees shall be subject to it in turn, unless there are a sufficient number of employees that have come forward to volunteer. The Employer may require employees on statutory holidays and weekly days off. It is understood that, in any case, employees shall have at least every second (2nd) weekend off without work or on-call duty.

When establishing the on-call duty schedule, the Employer shall take into account the preferences expressed by the employees in terms of their desire to take part in said on-call duty. However, in the event that, due to the absence or insufficiency of qualified staff, the effectiveness of the on-call system is compromised, all employees then have the obligation to submit to the on-call system in turn.

B. Implementation, terms and conditions

When the needs of a centre of activities require the implementation of an on-call duty service, the parties will meet to agree on the following terms and conditions of application:

- 1) the polyvalent or specialized nature of the on-call staff;
- 2) the manner of carrying out the training of on-call duty staff, if required by the Employer;
- 3) the manner of replacing absent on-call duty staff;
- 4) the terms and conditions for determining the beginning and the end of the on-call period.

10.06 On-call at Home

On-call duty shall be done from home. However, if the employee cannot reach the establishment within a period of approximately one half (1/2) hour, she or he shall, if requested by the Employer, remain at the establishment.

10.07 On-call at the Establishment

The Employer shall make a room or suitable furnished quarters available to the employee who is on on-call duty in the establishment.

10.08 Pager

The Employer shall, free of charge, put at the disposal of the employee on on-call service (which employee cannot refuse) a pager or other means of communication determined by the Employer. The employee must personally ensure the proper functioning of the device at all times, wherever she or he may be.

10.09 End of Callback

Callback is considered to have ended as of the time at which the employee has obtained authorization to leave her or his place of work from the person in-charge. This authorization may not be refused, unless the needs of the centre of activities still justify the on-site presence of the employee.

10.10 Use of Accumulated Overtime Hours

In accordance with the terms provided for in clause 19.02 of the National Provisions, the parties agree to allow employees covered by this Collective Agreement to convert the overtime hours worked as follows:

- A. As a general rule, overtime hours are paid, except for professional employees.
- B. If, exceptionally and with the Employer's consent, overtime hours are converted into paid time off, the following terms shall apply:
 1. The employee cannot accumulate more than five (5) days of work at any time during the year. The employee accumulates hours as paid time off in accordance with the terms provided for in the National Provisions.
 2. The employee who wishes to take accumulated hours as paid time off must submit a written request to her or his supervisor seven (7) days before the date on which the paid time off is taken.
 3. Depending on the needs of the centre of activities, the Employer shall endeavour to accommodate the request for paid time off.
 4. The employee may carry over to the following year the overtime hours accumulated during the year as paid time off.
 5. When the employee has reached the maximum number of hours she or he can accumulate, each additional overtime hour worked cannot be added to her or his time bank and is then processed in accordance with Article 19 of the National Provisions.

ARTICLE 11

STATUTORY HOLIDAYS, FLOATING HOLIDAYS AND ANNUAL VACATION, EXCEPT FOR QUANTA AND REMUNERATION

SECTION I STATUTORY HOLIDAYS

11.01 Number and List of Statutory Holidays

Subject to the statutory holidays established or to be established by law or by government decree, the list of statutory holidays is determined after agreement. Either one of the parties may ask that this list be revised.

Until a new list of statutory holidays, complying with the provisions of this Article, becomes effective, the Employer shall continue to comply with the list that applied on the effective date of this Collective Agreement.

Either party may request a revision of this list.

11.02 Equitable distribution

The Employer must divide statutory holidays as well as their rotation equitably among employees of the same centre of activities.

In application of clause 21.02 of the National Provisions, the Employer shall endeavour to combine the statutory holidays with weekends off.

If Christmas and New Year's Day have been agreed upon as statutory holidays, all employees shall benefit from at least one (1) of these two (2) days on which they cannot be required to work.

Upon request from the employee required to work on Christmas or New Year's Day, the Employer shall combine her or his compensatory holiday with Christmas or New Year's Day such that she or he has two (2) consecutive days off.

11.03 Accumulation of Compensatory Holidays

In accordance with clause 21.02 of the National Provisions, the employee has the right to accumulate a maximum of five (5) compensatory holidays at any time during the year; she or he must agree with the employer as to when they will be taken.

When an employee asks to take, outside the normal vacation period and one week before the date on which the work schedule is posted, an accumulated compensatory holiday, the Employer shall endeavour to grant the requested holiday and enters it on the schedule. If the request is presented outside the normal vacation period but after the schedule has been posted, the compensatory holiday shall be granted provided that the needs of the centre of activities allow it.

When an employee asks to take an accumulated compensatory holiday during the vacation period, the compensatory holiday shall be granted provided that the needs of the centre of activities allow it.

11.04 Exchange of Statutory Holiday

Following a written request submitted at least twenty-four (24) hours in advance and after the work and holiday schedule is posted, it is permissible for two (2) employees to exchange the effective dates for the same statutory holiday appearing on the schedule. However, authorization for this exchange is required from the immediate superior, and, in this case, the overtime rate does not apply if the employee works only one (1) regular work day.

SECTION II

MOBILE PAID HOLIDAYS IN PSYCHIATRY

11.05 Date Holidays are Taken

Mobile paid holidays in psychiatry acquired under Article 22 of the National Provisions must be taken on dates agreed upon between the Employer and the employee.

11.06 The dates, pursuant to clause 11.05 of the present Article, must be agreed upon at least fifteen (15) days in advance.

SECTION III

ANNUAL VACATION

11.07 Annual Vacation Period

The annual vacation period extends from the first (1st) of May of one year to the thirtieth (30th) of April of the following year. However, the Employer cannot require an employee to take her or his annual vacation between May 1st and May 14th or between October 16th and April 30th of the following year.

11.08 Posting of List

The Employer shall post, before March 1st and September 1st, a list of employees with their seniority and the quantum of annual vacation to which they are entitled, as well as a registration sheet. A copy of this list shall be given to the Union.

Registration

Employees must enter their preferences before March 15th and September 15th. They must make sure to indicate in September the days off to which they are entitled and which remain unused.

Employees who are absent during these posting periods are required, during these same periods, to communicate their preferences to the Employer, in writing.

In all cases, the Employer shall determine the dates of the annual vacations, according to the needs of the centre of activities, taking into account the preferences expressed by the employees as well as their seniority within the establishment, but applied by centre of activities.

11.09 Posting of the Schedule

The Employer shall post the annual vacation schedule, at the latest by April 1st and October 1st. This schedule shall remain posted during the entire annual vacation period.

This schedule cannot be modified, except in the cases provided for in clauses 11.11 and 11.12, or in the case of the employee who obtains a transfer, promotion or demotion before taking her or his annual vacation. In these latter cases, the transferred employee takes her or his annual vacation at the time set for the annual vacation of the employee she or he is replacing, or at any other time agreed upon with the supervisor.

If the employee she or he is replacing has already taken her or his annual vacation, or in the case of a newly created position, the transferred employee shall reach an agreement with the supervisor regarding the date of her or his annual vacation.

In the case of a displacement, the employee thus bumped takes her or his annual vacation as provided for in this clause.

11.10 Taking of Vacation

The employee may take her or his annual vacation in a continuous fashion, or, if she or he so desires, divide it into periods, each being of at least one (1) week.

However, seniority prevails only for one (1) choice of annual vacation during each of the two (2) periods, the first, between May 1st and October 15th, and the other, between October 16th and April 30th.

The employee may use up to five (5) days of annual vacation in a discontinuous fashion. These days do not appear on the annual vacation schedule and are taken following agreement with the supervisor as to the dates.

11.11 Exchange of Annual Vacation

Once the Employer has posted the annual vacation schedule, two (2) employees with the same job title, in the same centre of activities may exchange their annual vacation period with the agreement of the supervisor.

11.12 Postponement of Vacation

An employee unable to take her or his vacation at the established period because of illness, an accident or a work accident, preventive withdrawal of a pregnant or breast-feeding employee that occurred before the beginning of her or his vacation, may postpone her or his vacation period to a later date. However, the employee must so inform her or his Employer before the date set for her or his vacation period.

The Employer shall determine the new vacation date upon the return of the employee, but taking into account the latter's expressed preference.

11.13 Annual Vacation for Spouses

When spouses work in the same establishment, they may take their annual vacation at the same time after making a request to this effect during the registration period. However, their annual vacation period shall be that of the spouse having the least seniority, on the condition that this does not affect the preference of other employees having more seniority.

ARTICLE 12

LEAVE WITHOUT PAY, EXCEPT FOR THAT PROVIDED FOR IN THE PARENTAL RIGHTS PLAN AND THAT FOR WORKING WITHIN A NORTHERN ESTABLISHMENT

12.01 Leave Without Pay to Teach Within a School Board, a CEGEP or a University

In order to allow the secondary, collegiate, and university sectors to benefit from the contribution and experience of employees from the health and social services network, the full-time or part-time employee who has at least one (1) year of service in the establishment shall obtain, following agreement with the Employer after submitting a written request at least thirty (30) days in advance, a leave without pay of up to a maximum of fifty-two (52) weeks, to teach in a discipline specifically oriented towards the health and social services network.

After agreement with the Employer, following a written request at least thirty (30) days before the expiration of this leave without pay, this leave without pay could exceptionally be renewed for up to fifty-two (52) weeks.

The leave without pay to teach full-time or part-time is deemed to end on the date of resignation or termination of the teaching contract with the teaching institution, as the case may be.

12.02 Leave Without Pay for Studies

After agreement with the Employer, the permanent or part-time employee with at least one (1) year of service shall obtain, following a written request at least sixty (60) days in advance, a full-time or part-time leave without pay for a maximum duration of thirty-six (36) months for the purpose of continuing her or his studies in a discipline specifically oriented towards the health and social services network. This leave may be continuous or divided over a period not exceeding thirty-six (36) months.

The employee's leave without pay is deemed to end on the date on which the studies are abandoned or completed, as the case may be.

Starting in the twenty-fifth (25th) month of absence and up to the thirty-sixth (36th) month, as the case may be, the employee maintains the seniority she or he has accumulated.

12.03 Leave to Retake an Examination

An employee, who has failed one (1) or more examination relative to her or his studies, shall be granted a leave without pay of sufficient duration to prepare for and to retake her or his examination(s), and this, after agreement with the Employer as for the duration of the leave.

As well, the employee shall benefit, following agreement with the Employer, from leave without pay to prepare for and take the exam or retake exams associated with her or his admission to a professional order or to obtain professional certification relevant to her or his profession.

12.04 Civic Function (Pre-Electoral Leave)

Upon written request to the Employer fifteen (15) days in advance, the employee running for civic office has the right to a leave without pay for thirty (30) days preceding the election date.

If the employee is not elected, the employee will notify the Employer and shall return to work within eight (8) days following the election date.

12.05 Civic Office (Post-Electoral Leave)

If the employee is elected, she or he has the right to a full-time or a part time leave without pay for the duration of her or his mandate.

The position of the employee on leave without pay shall not be posted for a period of up to one (1) year and shall be considered temporarily deprived of its incumbent.

12.06 Marriage or Civil Union Leave

The employee benefiting from clause 25.06 of the National Provisions can combine it with one (1) week or less of leave without pay, provided she or he indicated her or his intention upon her or his request.

12.07 Leave Without Pay

After two (2) year of service in the establishment, the employee has the right, each year, after agreement with the Employer as to the dates, to a leave without pay of a maximum duration of four (4) weeks provided that the request has been made four (4) weeks in advance.

This leave without pay may be divided into four (4) periods, each being of at least one (1) week, and this, after agreement with the Employer regarding the dates and division of this leave.

The employee who has at least five (5) years of service may obtain, after reaching an agreement with the Employer and once per period of at least five (5) years, an extension to the leave without pay provided for in the first subparagraph. The total duration of this leave may not exceed fifty-two (52) weeks. In order to obtain this extended leave, the employee shall make the request to the Employer, in writing, at least eight (8) weeks in advance indicating the duration of the leave.

12.08 Partial Leave Through a Position Exchange

Upon request made four (4) weeks in advance, a part-time leave of a minimum duration of eight (8) weeks and a maximum duration of fifty-two (52) weeks shall be granted to the employee in a full-time position with at least one (1) year of service. However, this leave shall be granted to the employee in a full-time position having less than one (1) year of service when the illness of a dependent requires her or his presence. The employee must indicate the duration of the leave when making her or his request.

In order to benefit from the part-time leave, the employee must be able to exchange her or his full-time position with that of a part-time employee in the same job title and centre of activities. The exchange is made by order of seniority among the part-time employees and provided that the employees concerned meet the normal requirements of the job of the positions to be exchanged. If an exchange cannot be made, the employee, the Union and the Employer may agree to any other procedure.

Upon expiry of this part-time leave, the employees involved in the exchange are reinstated in their respective positions. If, during the specified period of the leave, one or the other employee ceases to be the incumbent of her or his position, the part-time leave ends unless there is an agreement between the parties defining other procedures.

For the duration of her or his leave, the full-time employee is governed by the rules set out in clause 26.04 of the National Provisions.

12.09 Partial leave without pay

The Employer may grant a full-time or a part-time employee who has one (1) year of service, a partial leave without pay for a minimum duration of eight (8) weeks and a maximum duration of fifty-two (52) weeks. To obtain such leave, the employee must submit a written request at least sixty (60) days before the date on which the partial leave is set to begin and indicate the duration of the

leave. This partial leave without pay cannot be greater than three (3) days per week.

Once the leave is granted, its duration and its terms and conditions may not be modified without the consent of the Employer and of the concerned employee. However, if during the period of the partial leave without pay the employee obtains a new position, her or his partial leave without pay is terminated on the date she or he begins working in the new position.

12.10 Terms and Conditions for Leaves Without Pay

In addition to the terms and conditions provided for by Article 26 of the National Provisions, the following terms and conditions related to leaves without pay apply to the leaves without pay provided for in this clause except for the leaves stipulated in clause 12.04, 12.06, 12.08 and 12.09.

1. Terms and Conditions of Return

The employee may, at any time during the leave without pay, return to her or his position, provided she or he notifies in writing the Employer at least thirty (30) days, in advance.

Thirty (30) days before the leave expires, the employee shall advise the Employer, in writing, of her or his return to work, failing which, she or he shall be deemed to have voluntarily abandoned her or his employment as of the date she or he left the establishment.

However, in the case of a post-electoral leaves, the employee must inform the Employer, no later than eight (8) days after the mandate expires of her or his intention to return to work within thirty (30) days following the notice. If the employee fails to do so, she or he shall be deemed to have voluntarily abandoned her or his employment as of the date she or he left the establishment.

In the event that the original position of the employee on leave without pay no longer exists or is no longer available, the employee can obtain a vacant or newly created position in accordance with Article 7 of this Collective Agreement or avail herself or himself of the mechanisms provided for in Article 8 of this Collective Agreement. If the employee fails to use the abovementioned mechanism when it is possible for her or him to do so, the employee shall be deemed to have voluntarily abandoned her or his employment.

2. Annual Vacation

The Employer shall remit to the employee concerned the indemnity equivalent to the vacation days accumulated up to the date of her or his departure for the leave without pay.

3. Sick Leave

The sick leave days accumulated up to the beginning of the leave without pay are credited to the employee, and cannot be paid, except those paid annually by virtue of clauses 30.31 and 26.01 sub-paragraph 3) of the National Provisions, as the case may be.

4. Right to Apply

During a leave without pay stipulated in this present Article, the employee has the right to apply on a position. If the employee obtains the position, she or he must be able to fill it within thirty (30) days. The leave ends on the date she or he begins working in the new position.

5. Other terms

The employee who wishes to work part-time during her or his leave may do so without having to resign by registering her or his name on the availability list in accordance with the terms set out in Article 6 of this Collective Agreement; however, she or he is not subject to the obligation to provide a minimum availability and her or his seniority is not considered for assignment purposes. The employee is then considered a non-incumbent, subject to application of clause 26.04 of the National Provisions.

ARTICLE 13

DEVELOPMENT OF HUMAN RESOURCES, EXCEPT FOR ALLOCATED AMOUNTS AND THE RECYCLING OF EMPLOYEES WITH JOB SECURITY

13.01 Statement of Principle and Definition

For the purposes of this agreement, the term "Development of Human Resources" means the integrated and continuous process by which the employee acquires knowledge, maintains and develops competencies (knowledge, skills and aptitudes) relevant to the exercise of her or his duties or to the changes affecting her or his scope of practice and work environment.

13.02 The activities of development of human resources seek to respond to meeting the needs of the establishment, as well as the needs and professional interests of employees according to the new orientations in the health and social services network. It must also endeavour to optimize the response to the needs of the organization's clientele.

13.03 The development of human resources is a responsibility shared by the Employer and the employee. The employee takes active part in her or his professional development so as to allow her or him to acquire, maintain and develop her or his skills based on the objectives set.

13.04 The development of human resources is the subject of the human resources development plan provided for in the *Act respecting health services and social services*. It takes place through activities of all kinds based on the need and context to be addressed and the objective to be achieved. It can, in particular, comprise staff initiation, orientation, updating and development activities, included, among other things, in the calculation of the sums provided for in Article 31 of the National Provisions.

13.05 Initiation and Orientation Program

For new employees, among other things in application of the provisions regarding the probation period, the Employer shall organize initiation and orientation activities to familiarize them with their new work environment and help them to integrate.

13.06 The Employer must inform the Union in writing of the terms and conditions of application for activities of initiation and orientation.

13.07 The final content of the initiation and orientation program is the sole responsibility of the employer.

13.08 Staff Updating and Development

The parties agree to encourage the updating and development of employees covered by this agreement, based on the needs of the establishment and new orientations in the health and social services sector.

13.09 Updating is the activity that allows an employee or a group of employees to maintain their competence in the exercise of their profession.

13.10 Staff development is an activity that permits an employee or a group of employees to acquire greater competence in the exercise of their profession.

13.11 The Employer shall determine the needs of the establishment in terms of staff updating and development for the coming year. To this end, it shall consult the employees, managers and Union representatives.

13.12 Activity Plan

The Employer must develop in collaboration with the Union, through the Human Resources Development Committee, his plan of staff development and updating activities.

The Employer shall devote to development activities, exclusively and at the very least, the greater of the following amounts, namely the sums of money received from the Regional Agency or an amount corresponding to twenty percent (20%) of the human resources development budget determined in accordance with Article 31 of the National Provisions. To this end, it shall inform the Committee of the amount received from the Agency.

13.13 Amounts Devoted to Human Resources Development

The amount determined under Article 31 of the National Provisions shall be used to reimburse salaries and benefits, educational expenses, travel and lodging expenses.

13.14 At the end of each fiscal year, the Employer shall send the Union a report of the activities.

13.15 Conditions Applicable to Employees

When taking part in a staff updating or development activity, the employee is deemed to be at work for the normal duration of the work week stipulated for her or his job title. However, the employee cannot under any circumstances receive, in the course of a week, an amount greater than her or his regular weekly salary stipulated for her or his job title.

13.16 When the staff updating or development activity takes place outside the employee's regular work days, the Employer shall grant her or him, at the regular rate, the equivalent number of hours devoted to this activity.

13.17 The employee shall receive compensation for travel and lodging expenses, if applicable, incurred when taking part in activities taking place more than forty (40) kilometres from her or his usual place of work. Within a forty (40) kilometre radius, the Employer and the Union may assess the situation on a case-by-case basis.

13.18 Eligibility and Selection

All employees included in the bargaining unit are eligible for staff updating and development activities.

13.19 Staff Development Committee

The Staff Development Committee is set up within sixty (60) days of the signing of this Collective Agreement.

It is composed of up to six (6) members, three (3) representatives designated by the Union and three (3) representatives designated by the Employer.

The mission of the committee is to:

- Receive the needs in terms of staff development and updating activities and present recommendations to the Employer on activities and priorities in accordance with the needs identified;
- Determine the terms of application of staff development activities as well as the selection criteria for employees for these activities;
- Be informed of the sums available from the Regional Agency to be devoted exclusively to staff development and present recommendations to the Employer as to how these sums should be used and, when applicable, regarding unspent sums;

- Be informed of the sums available under Article 31 of the National Provisions;
- Receive a report on staff development and updating activities;
- Receive, where applicable, all information obtained in accordance with Letter of Agreement No. 3 of the National Provisions and make recommendations to the Employer.

13.20 Dispute Settlement

In the event of disagreement between the parties regarding the terms of application of the staff development activities or the selection criteria of employees for these activities, either party may declare a deadlock and refer the matter to mediation in accordance with the terms provided for in the National Provisions.

ARTICLE 14

RULES OF ETHIC BETWEEN THE PARTIES

14.01 The purpose of this Collective Agreement is to establish orderly relations between the parties, determine the working conditions of the employees covered by the bargaining unit and promote the resolution of labour relations issues.

It also aims to promote the cooperation needed between the parties to ensure the quality of the services provided by the establishment.

The Employer shall treat its employees with fairness, and the Union shall encourage the latter to provide adequate work.

ARTICLE 15

POSTING OF NOTICES

15.01 The Employer shall continue to provide for the Union's disposal the locked bulletin boards it provided the Union on the effective date of this Collective Agreement. These bulletin boards are to be used exclusively for Union business.

The Union may post any document signed by the Union on these bulletin boards.

Upon written request from the Union, a bulletin board may be moved to a location agreed upon by the parties.

15.02 The Employer shall allow the Union to use the internal mail, in accordance with terms determined by the Employer.

15.03 The Employer shall allow the Union to connect to the intranet so as to view the information available, as well as to connect to the Internet and use Lotus Notes so as to allow the Union to communicate with its members in accordance with the policies and terms in effect as well as with applicable laws and regulations.

15.04 Union Offices

The Employer shall continue to provide the Union's offices it provided the Union on the effective date of this Collective Agreement.

If use of the offices proves impossible due to the rearrangement of the physical space, the parties agree to meet to discuss the situation.

The Employer shall provide the Union an office at the Glenn site. If at all possible, this office shall be located on the site or within proximity of it.

15.05 If the Union's office needs to be relocated, the Employer agrees to assume the costs associated with access to the telephone line and those associated with access to the Internet and the Lotus Notes system.

ARTICLE 16

PROFESSIONAL ORDERS

- 16.01** The employee is free to belong to a professional order, except if, in the course of her or his duties, she or he is required to perform acts for which membership in a professional order is required by law, or if membership is required by the List of Job Titles of the National Provisions.
- 16.02** Notwithstanding the previous clause, in the case of job titles for which a bachelor's degree is required, the employee hired after the date of signing of this Collective Agreement must maintain her or his membership in the professional order for two (2) years following the date of hire.
- 16.03** The Union undertakes to encourage its members, not required to be members of a professional order, to seek membership.
- 16.04** The Employer shall accommodate, whenever possible, all employees in its employ, on the date of signing of this Collective Agreement, not able to meet the requirements for membership in their professional order.

ARTICLE 17

PROFESSIONAL LIABILITY

17.01 Signature of Technical or Professional Document

Any technical or professional document prepared by an employee, or under her or his direction shall be signed by her or him. However, the use of the content of such document remains the responsibility of the Employer. If the Employer publishes, in any form whatsoever, in whole or in part, such a technical or professional document, the name of the author, her or his title and her or his centre of activities must be indicated on the said document.

The Employer cannot require that an employee sign a document that she or he did not prepare.

17.02 Modification of a Document

Notwithstanding the preceding clause, no employee shall be compelled to modify a technical or professional document that she or he has signed and believes to be accurate on a professional basis.

17.03 Temporary Suspension of the Right to Practice

The Employer may grant a leave without pay to an employee whose right to practice has been suspended by her or his professional Order. The absence is then governed by the terms provided for in Article 12 of this Collective Agreement as well as by the applicable National Provisions.

In any case, this provision does not prevent the Employer from imposing a disciplinary or an administrative measure.

17.04 If the professional Order requires an internship to be completed as a condition for readmission, the Employer shall endeavour to make arrangements for this internship to take place in its establishment, when possible, if the professional order's decision allows it.

ARTICLE 18

TRANSPORTATION OF BENEFICIARIES

18.01 Employee Accompanying a Beneficiary

The employee required to accompany a beneficiary outside the establishment that employs her or him receives the following remuneration and indemnities:

1. The employee is deemed to be at work for the time during which she or he accompanies the beneficiary. She or he must then be remunerated according to the stipulations of the local and National Provisions, including the overtime rate if the duration of the work and/or escort period exceeds the normal work day.
2. Once the employee has left the beneficiary, she or he must return to her or his establishment or home base as soon as possible and by the means of transportation determined by the Employer.

The employee is considered as being "on call" during the waiting period preceding the return trip. She or he is then remunerated according to clause 20.01 of the National Provisions.

For the duration of the return trip, the employee is also considered as being at work and is remunerated according to the terms and conditions stipulated in sub-paragraph 1) above.

3. The establishment shall reimburse the employee for her or his travel and accommodation expenses upon presentation of supporting documents.
4. For any trip of one (1) day or more, the Employer will ensure the employee a sufficient rest period before resuming her or his regular shift.

ARTICLE 19

LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

19.01 When an employee, in the exercise of her or his duties, suffers damage to personal effects (clothing, watch, glasses, contact lenses, or other prosthesis or orthosis, etc.), the Employer shall provide for their replacement or repair.

The employee shall produce her or his claim within the fifteen (15) days following the incident, unless her or his state of health prevents her or him from doing so, in which case the deadline is accordingly extended.

ARTICLE 20

UNIFORMS

20.01 The Employer shall continue to provide employees with the uniforms that it was providing them on the effective date the Collective Agreement. If after the effective date of this Collective Agreement the Employer decides to require that a uniform or lab coat be worn, it shall provide the latter to the employees concerned.

20.02 Uniforms shall be laundered at the Employer's expense.

ARTICLE 21

LOCKER ROOM AND CHANGING ROOM

21.01 The Employer shall provide to employees lockers with keys in which to deposit their clothes.

To the extent that the premises of the establishment allow, the Employer shall provide a changing room for employees.

ARTICLE 22

PAYMENT OF SALARIES

22.01 A- Pay Cheque

On the pay stub, the Employer shall include:

- the name of the Employer;
- the first and last names of the employee;
- the employee number;
- the job title;
- the dates of the pay period and the date of payment;
- the number of hours paid at normal rate;
- the number of overtime hours worked during this period, if applicable;
- the nature and the amount of premiums, if applicable;
- the indemnities, allowances or supplements paid, if applicable;
- the salary rate;
- the amount of gross salary;
- the nature and amount of deductions made;
- the net amount of salary;
- the number of sick-leave days accumulated;
- the bank of annual vacation accumulated;
- the bank of floating holidays in psychiatry, if applicable;
- overtime hours worked and converted into paid time off, if applicable;
- the accumulated seniority.

The Employer must produce, on separate cheques, the amounts paid as an advance, vacation pay, unused sick leave at the time it becomes payable, retroactivity and income protection (if applicable).

B- National Holiday

If applicable, the Employer shall pay the part-time employee the adjustment pertaining to this holiday in the third pay period following this holiday.

22.02 Departure

The Employer shall give or send to the employee in the pay period following her or his departure or in the one following the effective date of her or his resignation the amounts owed, including the fringe benefits.

22.03 Pay Periods

The employee is paid every two (2) weeks. The parties may negotiate any other pay frequency through an agreement.

If a pay date coincides with a statutory holiday, the pay is issued on the eve of the statutory holiday unless this is not possible.

Employees who, on the date of signing of this Collective Agreement, receive their pay by cheque may continue to receive it in this manner. Employees hired after the date of signing of this Collective Agreement shall adhere to the direct deposit method.

22.04 Error

In the event of an error on a pay cheque of fifty dollars (\$50.00) or more attributable to the Employer, the latter agrees to correct this error within three (3) business days of the distribution of the cheques, by giving the employee the amount due. In other cases, the error is corrected on the following pay.

22.05 In the event of an error on a pay cheque involving an overpayment to the employee by the Employer, the overpaid amount shall be recovered in a manner agreed upon by the Employer and the employee or failing that, the amount in question shall be recovered in the following manner:

- A deduction of at most eighty dollars (\$80) dollars per pay period for a full-time employee;
- A deduction of at most forty dollars (\$40) per pay period for a part-time employee;
- The calculation method used to establish the possible amount to be recovered takes into account the provisions of the Code of Civil Procedure.

The Employer may only recover overpayments made within twelve (12) months of notification of the error. Similarly, in cases where the Employer acknowledges that a pay error was made, including premiums, it shall reimburse the amounts owed with a maximum retroactivity of twelve (12) months.

22.06 Annual Vacation Pay

The annual vacation pay payable to the employee when on vacation shall be paid in the normal pay periods. However, at the request of the employee expressed when she or he chose the date of her or his annual vacation, the annual vacation pay shall be issued to the employee for the entire annual

vacation period or part of the annual vacation period at the same time as the pay immediately preceding the start of her or his vacation.

ARTICLE 23

ESTABLISHMENT OF A CREDIT UNION

23.01 The Employer, upon request from the employee, shall make the payroll deductions for the Credit Union.

The sums deducted are deposited in the week following the deduction.

The address and telephone number of the Credit Union are the following:

Strathcona Savings Union
1980 Sherbrooke Street West, Suite 270
Montréal (Québec)
Tel.: 514 426.5111

ARTICLE 24

TRAVEL ALLOWANCES, EXCEPT FOR QUANTA

24.01 Work Outside the Home Base or the Establishment

When an employee, at the request of the Employer, must perform her or his duties outside her or his home base or the establishment, she or he is considered as being at work throughout the time used for travel.

The home base is the place where the employee carries out her or his usual duties for more than half of her or his workweek. In other cases, the home base is determined by the Employer, according to one, or both, of the following criteria:

- 1) the place where the employee regularly receives her or his instructions;
- 2) the place where the employee reports on her or his activities.

24.02 Calculation for Travelling and Automobile Expenses

On the effective date of this Collective Agreement, the Employer does not require the use of a personal vehicle by any employee covered under this Collective Agreement.

If the situation were to change, the parties agree to meet to discuss the applicable terms.


ARTICLE 25

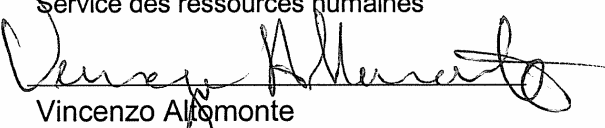
DURATION OF THE LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

- 25.01** This Collective Agreement, along with its appendices and letters of agreement (which form an integral part of the agreement), apply as long as the parties do not agree otherwise, in accordance with the stipulations of Bill 37 (*An Act respecting the process of negotiation of the Collective Agreements in the public and parapublic sectors*).
- 25.02** In the event of a reopening, in whole or in part, at the request of either party, to negotiate anew the matters identified as subject to local negotiations and other working conditions provided for in this Collective Agreement, the parties agree that the mediation and arbitration process provided for in Bill 30 shall apply *mutatis mutandis*.
- 25.03** This Collective Agreement shall take effect and apply starting on February 3, 2008.
- 25.04** If the 2006-2010 National Provisions should be modified in the course of their application, the parties agree to meet within sixty (60) days of the effective date of the new national to discuss and modify/adapt, as the case may be, the provisions of the Collective Agreement.
- 25.05** Furthermore, the parties agree to meet within sixty (60) days of the effective date of the new National Provisions to discuss and modify/adapt, if applicable, the provisions of this Collective Agreement when the 2006-2010 National Provisions expire and are replaced with new provisions.

En foi de quoi les parties ont signé à Montréal en ce 13^e jour de décembre 2007.

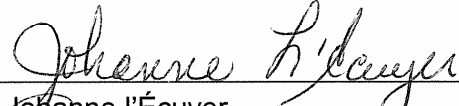
**LE CENTRE UNIVERSITAIRE DE SANTÉ MCGILL
(CUSM)**


Stella Lopreste
Directrice
Service des ressources humaines


Vincenzo Altomonte
Directeur associé
Service des ressources humaines

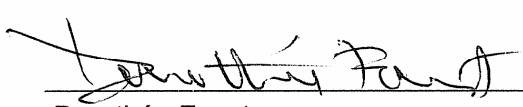

Lyne Brisebois

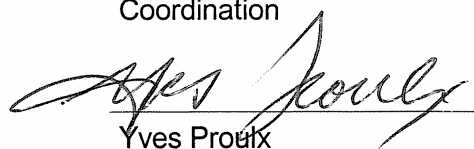

Kalyani Desai


Johanne L'Écuyer


Janis Morelli

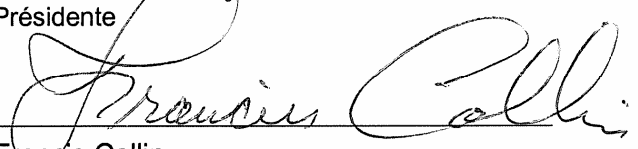

Randy Robins

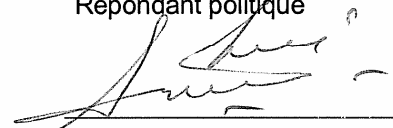

Dorothée Faust
Coordination

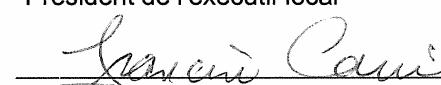

Yves Protix
Coordination

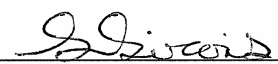
**L'ALLIANCE DU PERSONNEL
PROFESSIONNEL ET TECHNIQUE
DE LA SANTÉ ET DES SERVICES SOCIAUX
(APTS)**

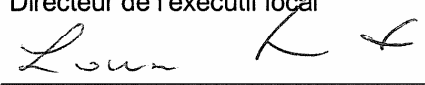

Dominique Verreault
Présidente



Francis Collin
Répondant politique

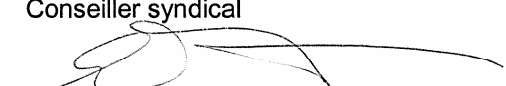

Antoine Bechara
Président de l'exécutif local


Francine Carrier
Vice-présidente de l'exécutif local


Sylvain Sirois
Directeur de l'exécutif local


Louise Turcot
Directrice de l'exécutif local


Tim Banasik
Conseiller syndical


Eli Felzenstein
Conseiller syndical

APPENDIX 1

REFERENCE TO THE NATIONAL PROVISIONS

Any reference to the National Provisions in this Collective Agreement is taken as a reference to the stipulations resulting from application of An Act respecting the conditions of employment in the public sector (S.Q., 2005, chapter 43) and the agreement and its appendices established between the Alliance du personnel professionnel et technique de la santé et des services sociaux/CPNSSS effective from May 14, 2006, to March 31, 2010, and its appendices and letters of agreement.

PART III

LETTERS OF AGREEMENT

LETTER OF AGREEMENT N° 1

REGARDING THE GRANTING OF TEMPORARY ASSIGNMENTS OF FULL-TIME TECHNOLOGISTS

1.1 Within six (6) months of the effective date of this Collective Agreement, the parties agree to meet to agree on terms and procedures to give, among other things, assignment priority to full-time technicians in accordance with the following terms:

- The temporary assignment must be of a duration greater than three (3) months;
- The temporary assignment to be offered may be in the same centre of activities or not;
- The temporary assignment must be more advantageous, i.e., either a day assignment for a technician working in the evening or at night, or an assignment that allows a technician to move from a general sector to a specialized sector for which she or he has already received orientation;
- The temporary assignment must not entail more than one transfer in the centre of activities;
- The Employer must have at its disposal the resources needed to fill, if applicable, the position of the full-time technician thus assigned;
- The assignment must not entail additional training or orientation costs.

If all of the conditions listed above are met, the assignment is granted in order of seniority.

LETTER OF AGREEMENT N° 2

REGARDING THE FRACTIONING OF ASSIGNMENTS TO FILL POSITIONS TEMPORARILY DEPRIVED OF THEIR INCUMBENTS

- 2.1** Within the six (6) months, or later, following the effective date of this Collective Agreement, the parties may agree on and establish a distribution of temporary assignments differing from that provided for in Article 6 of this Collective Agreement with the view of promoting fractioning of assignments.
- 2.2** To this end, the parties shall meet to agree on the terms of application associated with a distribution of assignments for which the total number of replacement hours for positions temporarily deprived of their incumbents within a centre of activities is fractioned and offered, in order of seniority, to available employees in that centre of activities.
- 2.3** If applicable, a letter of agreement shall be signed between the parties regarding these terms of application of the stipulations of the availability list for each centre of activities concerned. The parties may then agree to add to the list other centres of activities.

LETTER OF AGREEMENT N° 3

REGARDING THE DIVISION OF WORK HOURS

WHEREAS clause 9.08, sub-paragraph 2 of the National Provisions allows the local parties to agree on a distribution of hours differing from that provided for in the regular week;

WHEREAS clause 9.08, final sub-paragraph of this Collective Agreement allows the parties to agree on any other form of arrangement of the work time;

WHEREAS the mutual intention of the two parties is to provide to the employees covered by this Collective Agreement the best opportunities for weekly days and weekends off and to arrange the work hours in such a way as to favour work/family and professional life reconciliation, taking into account the needs of the centres of activities;

The parties agree on the following terms with regards to the work schedules:

1. To deem that the preamble forms an integral part of this agreement.
2. To append to Appendix A of this agreement, within thirty (30) days of the effective date of this Collective Agreement, the distribution of work hours in effect in the centres of activities at the time of the signing of this agreement, thus constituting the status quo cited in these texts.
3. To maintain the status quo of the distribution of hours in the centres of activities.

This status quo may be modified in whole or in part in the centres of activities following the procedure described below.

4. In centres of activities, the Employer and employees may agree to modify the status quo using the same procedure used to generate the status quo.

In the event of a disagreement regarding the procedure or the new distribution of work hours, the status quo shall be maintained and the supervisor or employee(s) concerned shall submit the dispute to the signatories of this Collective Agreement.

If the parties hereto fail to reach an agreement, the status quo is maintained and the dispute shall be submitted to the expedited arbitration procedure in accordance with the terms provided for by the Ministère du Travail (Appendix B).

To this end, the parties designate Paul-Émile Thellend to serve as arbitrator. In the event of his unavailability, the parties shall consult the Ministère du Travail to appoint another arbitrator.

◆APPENDIX A –

REGARDING THE DIVISION OF WORK HOURS IN THE CENTRES OF ACTIVITIES AT THE TIME OF SIGNATURE OF THIS AGREEMENT

(Bundle with the Master Agreement.)

◆ APPENDIX B –

ACCELERATED ARBITRATION REQUISITION FORM



Arbitrage accéléré des griefs
Formulaire d'inscription

A - NUMÉRO D'ACCREDITATION :	
* À défaut de fournir votre numéro d'accréditation, nous ne pourrons traiter votre demande	
B - IDENTIFICATION DES PARTIES	
Nom de l'employeur :	Nom du syndicat :
Adresse :	Adresse :
Représenté par :	Représenté par :
Adresse si différente :	Adresse si différente :
Téléphone :	Téléphone :
Télécopieur :	Télécopieur :
Courriel :	Courriel :
C - RÉGION ADMINISTRATIVE DE L'EMPLOYEUR : (Veuillez cocher la case correspondante)	
Bas Saint-Laurent (01) <input type="checkbox"/>	Côte Nord (09) <input type="checkbox"/>
Saguenay Lac Saint-Jean (02) <input type="checkbox"/>	Nord du Québec (10) <input type="checkbox"/>
Capitale Nationale (03) <input type="checkbox"/>	Gaspésie Îles de la Madeleine (11) <input type="checkbox"/>
Mauricie (04) <input type="checkbox"/>	Chaudière Appalaches (12) <input type="checkbox"/>
Estrie (05) <input type="checkbox"/>	Laval (13) <input type="checkbox"/>
Montréal (06) <input type="checkbox"/>	Lanaudière (14) <input type="checkbox"/>
Outaouais (07) <input type="checkbox"/>	Laurentides (15) <input type="checkbox"/>
Abitibi Témiscamisque (08) <input type="checkbox"/>	Montérégie (16) <input type="checkbox"/>
	Centre du Québec (17) <input type="checkbox"/>
D - IDENTIFICATION DU GRIEF	
E - ENGAGEMENT CONJOINT	
Nous soussignés demandons l'inscription du grief ci-dessus mentionné dans le cadre des mécanismes prévus pour l'arbitrage accéléré des griefs.	
À cette fin, nous nous engageons à respecter les conditions préalables à cet arbitrage telles que décrites dans les coordonnées générales de l'arbitrage accéléré des griefs. Les parties s'engagent à assumer, à frais partagés ou selon leur convention, les coûts et honoraires payables aux arbitres conformément à la tarification en vigueur.	
Signé à _____ ce _____ jour de _____ 20 _____	
_____	_____
Partie patronale	Partie syndicale
Adressez votre demande au : Ministère du Travail Direction de la médiation-conciliation, de la prévention et de l'arbitrage 200, chemin Ste-Foy, 6 ^e étage Québec (Québec) G1R 5S1 Téléphone : (418) 643-9943 Télécopieur : (418) 644-3331	Ce formulaire peut être obtenu en s'adressant à la Direction de la médiation-conciliation, de la prévention et de l'arbitrage

ARBITRAGE ACCÉLÉRÉ DES GRIEFS

COORDONNÉES GÉNÉRALES

MOYENS POUR RENDRE PLUS ACCESSIBLE ET PLUS EFFICACE L'ARBITRAGE DE GRIEF

1- **Objet :**

Rendre disponibles les services d'arbitres à l'intention des parties qui entendent procéder avec diligence au règlement des griefs.

2- **Objectif :**

Contribuer à rendre plus accessible l'arbitrage, à réduire les délais de sa mise en marche et les coûts inhérents.

3- **Voies et moyens :**

- 3.1 Obtenir parmi la Liste annotée d'arbitres de griefs les personnes qui souscrivent au régime et acceptent d'agir dans le cadre de l'arbitrage accéléré des griefs.
- 3.2 Mettre à la disposition des parties une salle d'audition si possible.
- 3.3 Dès la réception des demandes, la Direction de la médiation-conciliation, de la prévention et de l'arbitrage communiquera avec un arbitre qui aura accepté d'agir dans ce cadre et convoquera la tenue d'une audition dans les 48 heures compte tenu de sa disponibilité et de celle des parties.
- 3.4 Dès qu'un arbitre est saisi du grief par les parties par la voie de ce service, les règles de droit relatives à la conduite de l'enquête et aux relations entre les parties et l'arbitre s'appliquent. À ce moment la Direction de la médiation-conciliation, de la prévention et de l'arbitrage considère qu'il a terminé sa mission. (Voir point 4.3)

4- **Règles de pratique :**

Par leur **demande conjointe** de recourir à ce service, les parties s'engagent à respecter ces quelques règles de pratique :

- 4.1 **Dossier préalable :** Dès le dépôt du formulaire d'inscription, les parties doivent effectuer le dépôt des pièces suivantes : le grief, la convention collective et, s'il y a lieu, la réponse, la réplique des parties et la dénonciation des objections préliminaires que l'une ou l'autre des parties entendent soulever.
- 4.2 **Arbitre unique :** Par leur souscription à ce service, les parties consentent à un arbitrage par un seul arbitre.
- 4.3 **Les frais :** Les parties s'engagent à assumer, à frais partagés ou selon leur convention, les coûts et honoraires payables aux arbitres conformément à la tarification en vigueur.
- 4.4 **Durée de l'audition :** Ce service offert aux parties vise essentiellement les griefs dont l'audition peut normalement se réaliser en une même journée. D'une façon exceptionnelle, l'arbitre alors saisi du grief peut accepter de prolonger l'audition au-delà de la journée initiale et ce, à une date et heure qu'il détermine.
- 4.5 **Présentations des notes :** Seules les notes déposées en cours d'audition par l'une et l'autre partie sont admissibles. Les parties acceptent de s'astreindre à ne pas fournir de notes complémentaires à la suite de l'audition.
- 4.6 **Décision :** En raison du cadre ainsi établi (conjugaison des points 4.1, 4.2, 4.3, 4.4 et 4.5), l'arbitre saisi du grief s'engage à rendre sa décision dans un délai de trente jours de la fin de l'audition.

5- **Inscription :**

Vous devez adresser le formulaire d'inscription à l'adresse suivante :

Ministère du Travail
Direction de la médiation-conciliation, de la prévention et de l'arbitrage
200, chemin Sainte-Foy, 6^{ème} étage
Québec (Québec) G1R 5S1
Téléphone : (418) 643-9943
Télécopieur : (418) 644-3331

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LETTER OF AGREEMENT N^o 4

REGARDING THE SHORTER ANNUAL VACATION PERIOD

The parties agree to the following:

- 4.1** In application of clause 11.01 of this Collective Agreement, the parties agree to implement a pilot project for a shorter annual summer vacation period, it being from June 1st to September 30.
- 4.2** The Employer shall determine the centres of activities for which this period is a realistic option in accordance with the terms provided for in the Collective Agreement and the parameters established by the parties, taking into account the stipulations of Article 42 of Bill 30 (*An Act respecting bargaining units in the social affairs sector and amending the Act respecting the process of negotiation of the Collective Agreements in the public and parapublic sectors*).
- The implementation of the shorter annual vacation period is determined each year by the Employer and is based on the needs of the centre of activities and the availability expressed by part-time employees and non-holders of positions.
- 4.3** When implementing a shorter annual vacation period in the centres of activities, the Employer shall proceed as follows::
- At the latest, by February 15th of each year, it collects the availability of all part-time employees and non-holders of positions. Availability for the period between June 1st and September 30th cannot be less than the minimum availability provided for in sub-paragraph A) of clause 6.03 of this Collective Agreement.
 - This availability is subject to the same terms as those stipulated in Article 6 of this Collective Agreement.
 - This availability is also adapted to the needs of the Employer.
 - The employee cannot modify the availability expressed if the shorter annual vacation period is applied.
- 4.4** Starting on February 3, 2008, the Employer shall inform the Union and provide it with a copy of the list of centres of activities for which it wishes to apply the shorter annual vacation period.

- 4.5** In centres of activities for which the shorter annual vacation period is applied in accordance with the parameters set out above, the shorter period then becomes the vacation period for the purposes of application of the provisions of this Collective Agreement.
- 4.6** The parties agree that at the end of this pilot project (i.e., between October 16, 2008, and February 14, 2009), the applicable provisions of the Collective Agreement regarding the availability list and those regarding the annual vacation may be reviewed and modified, if applicable, to be accordingly adapted.

LETTER OF AGREEMENT N° 5

REGARDING THE CONVERSION OF HOURS

5.1 The parties acknowledge the interest of proceeding with the conversion of replacement hours, thus contributing to reduce employees' job instability.

5.2 To this end, the Employer and the Union, through the Labour Relations Committee, will endeavour, within twelve (12) months of the effective date of the Collective Agreement, to convert replacement hours into positions, to the extent that the needs of a centre of activities justify it.

5.3 Information

In the one hundred and twenty (120) days preceding the start of the fiscal year, the Employer shall transmit to the Union the information necessary to determine the budget period with the lowest number of replacement hours in the twelve (12) months before the effective date of the Collective Agreement. This information includes, for each budget period:

- The total number of hours worked by employees on the availability list;
- The total number of hours worked by the replacement team (excluding those worked by surplus staff);
- The overtime hours worked as part of a replacement of three (3) or more consecutive hours.

5.4 The parties shall analyze the number of hours thus obtained so as to reduce them, taking the following into account:

- The number of hours for positions created following a transformation of replacement hours into positions and the number of replacement hours attributable to vacant positions. These are the hours worked since the end of the reference budget period and do not include those attributable to staff development;
- The number of hours worked as replacement for positions that have been abolished;
- The number of hours targeted for transformation for which notice has been given in accordance with clause 14.10 of the National Provisions, or subject to a reorganization;
- The recurrence of absences;

- The frequency of simultaneous absences per work shift or portion of a work shift as well as by week;
- The need to ensure that the creation of positions will not lead to a labour shortage, an increase in hours worked or additional costs;
- The number of hours attributable to the orientation offered in accordance with clause 6.14 of this Collective Agreement.

5.5 The Employer shall post newly created positions in accordance with the terms of clause 7.01 of this Collective Agreement.

5.6 This conversion may be achieved through the creation of full-time, part-time, compound and/or float team positions, and through any other means agreed upon by the parties as part of their work.

5.7 Local parties have the right to agree on the establishment of float teams for multiple centres of activities or multiple sites, in accordance with section II of Article 6 of this Collective Agreement. Employees on this team shall be called to work exclusively within a limited number of predetermined centres of activities.

5.8 Temporary trial

The parties may agree to temporary trials of one (1) year. To this end:

The positions created are posted and granted in accordance with Article 7 of the provisions of this Collective Agreement. However, the posting shall be marked "Temporary Trial" and indicate the start and end dates of this temporary trial period.

In the course of this period, the employee who obtained the position is no longer assigned as an employee on the availability list but registered on the schedule in accordance with Article 9 of this Collective Agreement for the number of hours and days provided in the posting.

At the end of this period, if the position is maintained, the employee shall be deemed to have obtained the position as though she or he had completed the initiation and trial period in accordance with clause 7.11 of this Collective Agreement, unless she or he desists by way of written notice fifteen (15) days prior to the end of the period, in which case she or he returns to her or his position or assignment, if applicable, and the position is reallocated.

In the event that the position is not maintained, the employee returns to her or his position or assignment, if applicable, the latter having been until then considered deprived of its incumbent, as defined in Article 4 of this Collective Agreement.

LETTER OF AGREEMENT N° 6
REGARDING THE JOB REGISTER

The parties agree to the following:

- 6.1** The job register applicable at the time of signing of the Collective Agreement shall be maintained for a period of six (6) months following the date of signing of this Collective Agreement.
- 6.2** The application of new terms regarding the job register provided for in clause 7.07 of this Collective Agreement shall take effect on the day following the date mentioned in the preceding clause.
- 6.3** The Employer shall undertake all the necessary means to inform employees of the date on which the new provisions regarding the job register come effective.
- 6.4** When notices of vacant positions become available on the Internet, the Employer shall cease using the job register in place and inform the Union and employees.

PART IV
LETTERS OF INTENTION

LETTER OF INTENTION N° 1
REGARDING THE ON-CALL DUTY SERVICE

Once the Collective Agreement has been signed, the parties agree to meet to find, with the establishment's technical services department, solutions to improve access to the parking spaces near the main entrances and security department for employees on on-call duty called back to work during the evening and night shifts.

LETTER OF INTENTION N° 2

REGARDING THE POSTING OF VACANT OR NEWLY CREATED POSITIONS

The parties agree to the following:

Notwithstanding sub-paragraph 3 of clause 7.01 of this Collective Agreement, the Employer undertakes to maintain the paper-based postings of vacant or newly created positions on the usual bulletin boards for employees at the Royal Victoria Hospital site and those at the Institut thoracique de Montréal site, until access to the Employer's intranet is available for these employees' through a satellite office and/or another option allowing for application of the terms provided for in clause 7.01.

