

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

Québec



**Integrated Health
and Social Services
University Network
for West-Central Montreal**

LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

**THE APTS (AM-2001-7706)
and
THE CIUSSS WEST-CENTRAL MONTRÉAL**

**FINAL MANAGEMENT OFFER
ON MATTERS STILL IN DISPUTE**

MARCH 29, 2019

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1. Concept of positions, except reserved positions, and terms of application

1.1 Simple position

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

The Employer helps create and preserve simple positions.

1.2 Combined position

A combined position means a set of duties performed by an employee in one or two activity centres, which are covered by a job title in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*.

The Employer consults the Union before creating such a position.

A combined position is considered to be affiliated with the activity centre where most of the work is performed. If the work is usually divided up equally between the activity centres, the Employer decides which activity centre is considered to be affiliated with the combined position.

1.3 Float team position and relief team position

The Employer may form float teams to meet the needs of activity centres under a given directorate, in accordance with clause 6.1 of these local provisions.

The Employer may form relief teams affiliated with the activity centre, in a facility, to meet the activity centre's needs, in accordance with clause 6.1 of these local provisions.

These float team and relief team positions are either simple or combined positions.

1.4 Review of positions

At the Union's request, every two (2) years the parties review the use of float team positions, relief team positions, combined positions and positions with rotating work shifts, to verify whether they are being used for the purposes stipulated. For this exercise, the Employer provides the Union with the relevant information.

2. Concept of department or service and activity centre

2.1 An activity centre means a set of specific, hierarchically organized activities that form a distinct entity within the institution's organizational structure.

2.2 An activity centre may refer to, for example, a care unit, a living or rehabilitation unit, a program, a directorate, a mission, a float team or a specialty.

2.3 An activity centre may span one or more facilities, particularly when the Employer considers it necessary to improve the organization of work or the accessibility of services, or when the specific nature of the duties performed in an activity centre so requires.

The term "facility" means the physical location where employees perform the tasks and duties associated with their work. An institution comprises a number of facilities.

In this context, the Employer helps foster and create activity centres within a single facility.

2.4 An activity centre may comprise teams and sectors.

A team refers to a unit in an activity centre where employees are grouped together to perform their duties, in order to meet the needs for care and services. An activity centre may span one or more teams.

A sector refers to a set of specific or specialized duties within a team or an activity centre. An activity centre may involve one or more sectors, or no sector at all.

2.5 The Employer promotes stability for employees within a facility, team or sector.

When necessary, assignments outside the employees' facility, team or sector are given to employees who are able to perform the required work, taking into account the needs of the clientele.

2.6 The Employer provides the Union with a list of the institution's activity centres within sixty (60) days of these local provisions coming into force. Before making any change to this list, the Employer must give thirty (30) days' notice and hold discussions with the Union, if the latter considers it necessary.

For information purposes, the Employer also provides the list of teams, sectors and facilities by activity centre, indicating the one used to determine work schedules, vacation times and statutory holidays. Before making any change to this list, the Employer must give thirty (30) days' notice and hold discussions with the Union, if the latter considers it necessary.

Once these new lists are in effect, the Employer notifies the employees concerned of the reorganization, and confirms their new activity centre, facility, team or sector, as the case may be.

3. Probation period: duration and terms

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

3.2 The Employer provides the Union with the list of newly hired employees who are invited to the initiatory day, so the Union can meet them outside the context of the initiatory activities.

3.3 If employees are subject to an induction and/or orientation program, their probation period is extended by the same length of time as that program, up to a maximum of thirty (30) working days.

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

The probation period is one hundred and twenty (120) working days for an employee whose job title requires a university degree.

3.5 The Employer may temporarily change a night-shift employee's work shift to facilitate the employee's evaluation.

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

3.7 If the Employer rehires an employee who had not previously completed their probation period because of a lack of work, the employee will acquire seniority by completing any days of work remaining in the previous probation period, providing that no more than one (1) year has elapsed since the employee's departure.

4. Position temporarily without an incumbent: definition and requisite circumstances for filling it

4.1 A position is temporarily without its incumbent when the employee who holds that position is absent from these duties for any of the following reasons:

- a) illness or accident;
- b) annual vacation;
- c) leave (including days off);
- d) union leave;
- e) temporary assignment within or outside the bargaining unit;
- f) initiation and trial period for another position;
- g) suspension;
- h) assignment to a special project;
- i) any absence except one where the employee is not entitled to resume work in their position upon their return.

4.2 Without limiting the general scope of the preceding, a position is also temporarily without its incumbent during the following periods:

- a) the Employer is awaiting the arrival of an employee referred by the provincial workforce service (SNMO - *Service national de main-d'œuvre*);
- b) between the date on which a position becomes vacant or is created and the date the incumbent starts working.

4.3 A position temporarily without its incumbent is not considered to be vacant.

When the decision is made to fill a position, the Employer may fill it in its entirety, partially and/or intermittently. The position is filled by employees on the replacement team or float team, employees on the relief team, and after that, employees on the availability list, in accordance with Article 6 of the local provisions.

If the Employer decides not to fill a position or to fill it only partially and/or intermittently, the reasons for that decision must be given if the Union so requests.

5. Concept of displacement and terms of application, excluding remuneration

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

5.2 An employee is only obliged to agree to a displacement in the following specific cases:

- i) in exceptional or unforeseeable situations or cases of *force majeure*;
- ii) in the event of an unforeseen absence that causes an urgent and imperative need for personnel in a given activity centre, if no other appropriate ways are found to meet such needs;
- iii) a temporary, total or partial shutdown of an activity centre. Such a shutdown may not be for longer than four (4) months, unless the parties agree otherwise. However, if construction, renovation, repair or decontamination work causes a shutdown, the four (4)-month time limit does not apply, but the parties meet to discuss ways of minimizing the impact, if need be;
- iv) any other exceptional situation or situation beyond the Employer's control, in which case the Employer meets with the Union to consult it on applicable terms and conditions.

5.3 A displacement may not result in any reduction in salary for the employee who is displaced.

5.4 Displacements stipulated in 5.2 i) and ii) may not exceed the duration of one work shift or occur more than once per shift, nor may they be applied repeatedly.

These displacements are first offered by seniority to employees who volunteer to do them and meet the normal requirements of the job. If no one volunteers, displacements are done by reverse seniority, excluding employees on their probation period, if possible.

5.5 The following displacement procedure is used for employees affected by a total or partial shutdown of an activity centre.

In the event of a total shutdown, employees indicate their preferred activity centre(s) where it is possible for them to be temporarily displaced, by seniority.

The Employer takes into account employees' indicated preferences and order of priority, if possible, as well as the normal requirements of the job, when displacements must be carried out.

In the event of a partial shutdown, the Employer first offers displacements by seniority to employees who volunteer to do them and meet the normal requirements of the job, following the procedure set out in the preceding paragraph. If no one volunteers, displacements are done by reverse seniority, in the following order:

- a) employees on the availability list;
- b) employees on the replacement team;
- c) other employees.

The Employer notifies the Union when displacements are carried out under this provision.

5.6 The employees affected have the option of taking unpaid leave, their statutory holidays or their annual vacation during the period in which the activity centre is shut down, in lieu of being displaced.

6. Rules applicable to employees on temporary assignments, excluding those pertaining to employees with job security, employees on disability leave, and employees covered by the parental rights plan

6.1 A float team, or if applicable, a relief team, may be formed to fill positions temporarily without an incumbent, to handle temporary extra workloads or to perform work of a limited duration, or for any other reason agreed upon by the parties.

6.2 The availability list is used as a complement to the replacement team, the float team, or if applicable, the relief team. It is also used to fill positions temporarily without an incumbent, to handle temporary extra workloads, to perform work of a limited duration (less than twelve (12) months unless the parties agree otherwise) or for any other reason agreed upon by the parties.

6.3 Composition of the availability list

This list includes the names of the following people:

- a) any laid-off employees or employees affected by the bumping procedure, other than those covered by clause 15.03 of the national provisions;
- b) obligatorily, any employees without a position, including those who have completed a temporary work assignment, who meet the necessary requirements;
- c) any part-time employees who have indicated additional availability;
- d) any employees who have resigned from their position to register on the availability list, in accordance with the local provisions;
- e) any employees with a position who volunteer to fill a temporary assignment in their activity centre or in another activity centre, in accordance with clause 6.11;
- f) any newly hired employee or employee from outside the bargaining unit who wishes to be on the availability list and whom the Employer agrees to register on the list.

6.4 Indicating availability

To be registered on the availability list, employees must indicate their availability in writing to the Employer, specifying the job title(s), activity centre(s), days of the week and work shifts for which they will be available to work.

Employees may register for one or more job titles providing they meet the normal requirements of the job. If employees indicate their availability for a job title that they have never held, they are subject to a thirty (30)-day qualification period, excluding any orientation period. If the Employer or the employee decides to end the qualification period, the employee can only offer the availability indicated beforehand.

Employees must ensure availability that is suited to the Employer's needs.

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

6.5 Minimum availability

Employees without a position must ensure a minimum availability of four (4) days of work per fourteen (14)-day period, including one (1) weekend every two (2) weeks when the activity centre regularly operates on weekends, except for absences and leave to which they are entitled.

The minimum availability is nonetheless reduced to one (1) weekend every two (2) weeks for employees who are studying full-time, for the period in which they are actually engaged in full-time studies.

6.6 Change in stated availability

Employees may change their stated availability once every two (2)-month period. However, they may not reduce their availability for the months of June, July and August or for schedule periods that coincide with the winter holidays. A change in availability must be transmitted at least fourteen (14) days before the schedule begins, in order to take effect.

6.7 Honouring availability

Employees who fail to honour their availability may have their name struck from the Employer's availability list temporarily. If this occurs one or more times, it may result in their name being permanently struck from the list.

When striking an employee's name from the availability list, the Employer sends written notification to the employee concerned and to the Union, indicating the reasons for doing so.

Employees are not obliged to accept a temporary assignment if it means that they have to resume work less than sixteen (16) hours after finishing a work shift.

Employees are not obliged to honour their indicated availability after accepting a temporary assignment in another institution that is incompatible with this stated availability. Consequently, any failure to honour their availability cannot be held against them, providing they have demonstrated to the Employer in advance that they would not be available.

6.8 Terms and conditions for callback

Employees registered on the availability list are called back to work by seniority if their stated availability corresponds to the temporary assignment offered and they meet the normal requirements of the job.

Employees on the availability list may be assigned in advance, and other employees may not challenge or claim such a temporary assignment on the basis of seniority if the assignment is set to begin in seven (7) days or less.

When a temporary assignment of thirty (30) days' duration or more begins while employees on the availability list are absent for a reason provided for in the collective agreement, they are presumed to be

available for such an assignment if they can start work in the assignment on the day after the assignment begins.

If a temporary assignment of twenty (20) weeks' duration or more begins while employees on the availability list are already assigned to a position temporarily without an incumbent, these employees are considered to be available for such an assignment if there are fewer than thirty (30) days left in their current temporary assignment.

Annual vacation replacements

To replace employees whose annual vacation leave begins in the usual annual vacation period, employees may be assigned to fill more than one position temporarily without an incumbent within this period. When there are consecutive temporary assignments in a given activity centre, they are treated as a single assignment. These temporary assignments are reported to the Union in the thirty (30) days following the posting of the annual vacation schedule.

6.9 Temporary assignment of less than twenty-eight (28) days' duration or for an undefined period

When the duration of a temporary assignment is less than twenty-eight (28) days or for an undefined period, employees with a part-time position who are registered on the availability list may obtain that assignment in their activity centre in priority over other employees registered on the availability list, providing they meet the normal requirements of the job. Priority is first given to employees from the team, sector or facilities needing someone to fill the temporary assignment, and then to employees in the activity centre concerned.

If the stated availability of the employee with the most seniority does not fully correspond to the temporary assignment to be done, the unfilled remainder of the assignment may be awarded under the same terms and conditions to the other employees with part-time positions who are registered on the availability list in the activity centre.

If the entire assignment cannot be filled by employees with part-time positions who are registered on the availability list in the activity centre, the unfilled remainder of the assignment may be offered to other employees on the availability list.

When a temporary assignment of an undefined duration becomes an assignment of 28 days' duration or more, the Employer offers the new temporary assignment under the terms of clause 6.10 below.

6.10 Temporary assignment of 28 days' duration or more

When the duration of a temporary assignment is twenty-eight (28) days or more, a part-time employee registered on the availability list can temporarily leave their position and obtain the assignment by seniority in their sector, team, facility or activity centre, as the case may be, providing they meet the normal requirements of the job and have more seniority than the other employees on the availability list.

If a temporary assignment cannot be filled in its entirety, the unfilled remainder may be offered in accordance with clause 6.9 above.

6.11 Temporary assignment of 90 days' duration or more, and replacement assignment in a higher position

An employee with a position who is interested in a temporary assignment to further their professional development may obtain an assignment of ninety (90) days' duration or more, by seniority, providing they meet the normal requirements of the job. The terms and conditions for these assignments are defined by the parties.

The employee may also obtain a replacement assignment in a position with a higher job title than the basic one in the job group included in the bargaining unit in their activity centre, in priority over employees on the availability list. However, such a replacement assignment is awarded in accordance with the second paragraph of clause 7.7 of these local provisions.

An employee with a part-time position may not be awarded more than one temporary assignment per twelve (12)-month period.

Such an assignment may not result in more than one (1) transfer in the activity centre concerned.

The employee who obtained the assignment returns to their position at the end of the assignment.

6.12 Notice of assignment

When a temporary assignment is for more than twenty-eight (28) days or for an undefined period, the Employer makes the following information available to employees on the availability list:

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

The Employer makes the same information available to the Union.

For temporary assignments of less than twenty-eight (28) days' duration, the aforementioned information is given to the employee and the Union only on request.

6.13 Ending an assignment

An employee is not required to continue an assignment if the job incumbent is on disability leave and begins a period of rehabilitation in their position.

An employee on the availability list is not required to continue a replacement assignment for a position temporarily without its incumbent under clause 25.27 of the national provisions of the collective agreement if the number of days of work for this replacement assignment changes. Employees cannot, however, leave their assignment when a second change is made under clause 25.27 of the national provisions of the collective agreement.

A part-time employee who temporarily leaves their position to obtain an assignment in their activity centre is not required to continue the assignment if the number of days of work for this assignment is reduced to less than the number of days of work involved in their position.

An employee who indicates full-time availability is not required to continue a part-time assignment of an undefined duration that lasts more than a period of twelve (12) months, as long as another employee on the availability list is able to fill this assignment. The employee must then give thirty (30) days' notice.

6.14 Orientation and training program

An orientation and training program is defined as a period of apprenticeship enabling an employee who expressed prior interest to acquire the specific knowledge that is required before performing the corresponding duties. Employees indicate their interest by registering on the orientation and training register.

The Employer offers an orientation and training program to employees in an activity centre, by order of seniority among the employees who meet the normal requirements of the job other than the orientation requirement and whose stated availability corresponds to the needs of the activity centre.

The Employer strives to orient and train a sufficient number of employees to take into account assignment needs that require employee orientation.

When necessary, with the Employer's agreement, employees may temporarily leave their position or temporary assignment to benefit from this program.

When, in accordance with this article, employees are eligible for the orientation and training program but cannot be released from their duties by the Employer at the required time, they are given priority when the Employer offers this orientation and training program again.

The Employer or the employee may end the latter's orientation and training program. At the request of the Union or the employee, the Employer provides the reasons for the decision.

The employee is not eligible for another orientation and training program until a minimum period of time has elapsed, unless the Employer agrees otherwise. The minimum wait period is five (5) times the length of the program.

6.15 Professional co-ordination

The Employer informs employees in an activity centre when professional co-ordination responsibilities are to be granted, so they can indicate their interest. The method of informing employees is determined by the Employer.

6.16 Miscellaneous

For the purposes of filling positions temporarily without their incumbent, the Employer undertakes to utilize the resources ordinarily available from the bargaining unit, in priority over resources from outside the bargaining unit.

6.17 Temporary assignment outside the bargaining unit

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

Notwithstanding the preceding paragraph, the replacement period may be for the total duration of the leave of absence in the case of parental leave, and for up to thirty-six (36) months' duration in the case of an absence for disability or an employment injury.

7. Rules on voluntary transfers in facilities maintained by the institution, excluding those pertaining to employees with job security and employees on disability leave, and those pertaining to remuneration

7.1 Any vacant or newly created position covered by the union certification must be posted within ninety (90) days of becoming vacant or being created, and for a period of at least fifteen (15) days. At the time of posting, the application is made available to the Union.

However, if the vacant position is affected by reorganization efforts set out in the national provisions, the position must be posted within no more than twelve (12) months of becoming vacant.

7.2 The Employer informs the Union of any vacant position being abolished.

Every four months, the Employer provides the Union with the list of vacant and newly created positions.

7.3 Procedure prior to posting a job vacancy

When a position becomes vacant in an activity centre, before posting it, the Employer offers the corresponding work assignment by seniority to employees in the same activity centre in another facility, team or sector who are able to do the work, providing that the position has the same characteristics (patient services schedule, premiums, regular work week, etc.) as the position held by the employee, except for the home base.

After consulting the Union, the Employer establishes a procedure and terms for registering on an assignment register as interested employees, and disseminates it to employees.

Once this procedure has been fully implemented, a position is posted in accordance with this article.

Employees who are able to use this procedure cannot apply for the ensuing vacant position.

The Employer confirms the new home base, if applicable.

7.4 Information that must be indicated on job postings

The following information must be indicated on job postings:

- a. the job title and job description set out in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*;
- b. the job status associated with the position;
- c. type of position;
- d. salary scale and any salary supplement;
- e. activity centre (or activity centres, for a combined position);
- f. work shift (day, evening, night, rotating day/evening or day/night);

- g. home base;
- h. posting period;
- i. for a part-time position, the minimum number of hours of work per four (4)-week period;
- j. the job requirements, which must be relevant and related to the nature of the duties of the position;

For information purposes:

- k. the team and the sector, if applicable;
- l. for positions requiring employees to travel as part of their work, the geographic territory and if applicable, the requirement of an automobile.

7.5 Changing home base

The Employer may change a position's home base without having to abolish the position, when the needs of an activity centre require such a change, providing that the number of positions in the activity centre does not change.

Employees (from the team, sector or facility, as applicable) who are affected by this change are given thirty (30) days' notice, as is the Union. If necessary, the parties meet to discuss ways to minimize the impact of this change.

This change in home base is first offered on a voluntary basis, by seniority, to employees affected by the change who are able to do the work. If no employee volunteers for it, the change in home base is applied by reverse seniority among the employees concerned who are able to do the work.

The home base of an employee who does not volunteer to change it cannot be changed more than once within a period of eighteen (18) months.

7.6 Terms and conditions for job applicants

Employees are entitled to apply during the posting period, in accordance with the institution's established policy.

Before applying for a position, employees may look over the list of applicants for the position.

Employees who hold positions cannot be awarded more than two (2) positions per year. As soon as the posting period ends, all applications are made available to the Union.

7.7 Rules for awarding a position

A position is awarded to the employee with the most seniority who meets the requirements of the job.

However, for higher job titles and job titles requiring a university degree, the position is awarded to the most competent applicant of the 3 to 5 employees with the most seniority who applied for the position and meet

the requirements of the job. If none of these applicants is selected for the position, the Employer calls the next 3 to 5 candidates by order of seniority, and so on. If several applicants are equally competent, seniority is the deciding factor.

The criteria for evaluating applicants' competence are conveyed to employees before the selection process is implemented. They are also given to the Union upon request. These criteria take into account factors such as the following:

- experience in the job title in question;
- experience in the job group in question;
- experience in the activity centre in question;
- academic training;
- aptitudes and skills;

7.8 Appointment and taking up duties

The Employer must appoint an employee to fill a vacant or newly created position within forty-five (45) days of the posting period ending.

The notice of appointment is made available for a period of fifteen (15) days.

The employee takes up these duties no later than sixty (60) days after being appointed.

The preceding paragraph does not apply to employees on maternity, paternity or adoption leave, or to employees on disability leave (including absence due to an employment injury) for a reasonable length of time in view of the Employer's duty to accommodate.

7.9 Vacancy created after a position is awarded

A vacancy created by a promotion, transfer or demotion following the first posting must also be posted, and the position must be awarded in accordance with the provisions of this article.

Posting this second position may be postponed until its last job incumbent has completed the initiation and trial period in their new position.

Other vacancies created by the first two postings are posted at the Employer's discretion.

7.10 Initiation and trial period

An employee who is awarded a position is entitled to an initiation and trial period of up to a maximum of thirty (30) days of work, excluding the orientation and training period.

The Employer and the employee may agree, in writing, to reduce or waive this initiation and trial period.

If employees return to their former position and that position is held by another employee, that position is deemed to have not been awarded until each of the employees concerned regains their former position.

Employees without a position return to the availability list, without prejudice to their vested rights on that list.

If the employee returns to their former position, the Employer offers the vacated position to another employee who had applied in accordance with the terms and conditions stipulated in this article, without having to put up a new posting.

During this initiation and trial period, an employee cannot apply for another position or obtain a temporary assignment.

7.11 Change of job status

Employees may resign from their position to register on the availability list.

7.12 Special procedure for awarding part-time positions

When a part-time position becomes vacant or is newly created in an activity centre, before posting it, the Employer offers it by seniority to this activity centre's part-time employees from the team, sector, facility or activity centre concerned who have the same job title and work shift, providing they meet the requirements of the job.

This procedure is only implemented provided that it does not prevent employees with full-time or part-time positions from having one (1) weekend off out of two (2); that it does not result in residual days of work; that the work assignment associated with the part-time position is able to be divided up; and that it does not result in an increase in overtime, including through the application of clause 19.04 of the national provisions of the collective agreement.

Once this procedure is applied, the Employer has fifteen (15) days to give written confirmation of the new position to the employee concerned and to the Union, indicating the job status and the number of days' work per four (4)-week period.

7.13 Outside the bargaining unit

Any vacant or newly created position that is immediately higher than a position covered by the union certification must be posted in the usual locations.

The Employer gives the Union a copy of an employee's appointment to such a position, if the employee is included in the bargaining unit.

Employees who are subject to a probation period in their new position may return to their former position in the bargaining unit during the probation period, within ninety (90) days, without prejudice to the rights they had acquired in their former position.

If employees return to their former position and that position is held by another employee, that position is deemed not to have been awarded until each of the employees concerned regains their former position.

7.14 Job register

A job register is set up to enable employees who are absent for any of the reasons set out in the collective agreement and who wish to obtain a position or change positions, to register as interested employees, should any of the jobs sought by the employee become vacant.

In registering, employees are considered to have applied for the position concerned.

Employees register by sending written notification to the Employer. They may modify or withdraw their registration at any time.

Their registration is valid for the duration of their absence, up to a maximum of one (1) year.

8. Bumping procedure (terms for applying the general principles negotiated and approved at the provincial level), excluding remuneration

- 8.1** Before applying the bumping procedure, the parties meet to agree on measures likely to reduce the impact on employees, if necessary.
- 8.2** When the Employer abolishes a non-vacant position, the position abolished is the one held by the least senior employee with the job title, activity centre, job status and work shift in question.
- 8.3** Any employee who is able to hold a position left vacant after posting, has the same job title and work shift, and meets the normal requirements of the job, may choose this vacant position rather than use the bumping procedure.
- 8.4** An employee whose position was abolished may bump in the following order:
- 1- the employee with the same job title and job status but a different work shift who has the least seniority in their activity centre, or the employee with the same job title, job status and work shift who has the least seniority in another activity centre, providing they meet the normal requirements of the job.
 - 2- The employee who could not take advantage of the preceding step bumps the employee with another job title and the same job status who has the least seniority in the work shift and activity centre selected by the bumping employee, providing the latter meets the normal requirements of the job.
- 8.5** Each employee thus bumped may assert their seniority rights following the aforementioned procedure, providing there is an employee with less seniority.
- 8.6** A part-time employee bumps another part-time employee who holds a position with as many or more hours of work than their former position. That employee may also bump a part-time employee who holds a position with fewer hours of work than their former position. In that case, the employee's salary is set proportionally to the hours worked.
- A part-time employee may bump a full-time employee in accordance with the aforementioned procedure if the part-time employee was not able to bump another employee with the same job status or obtain a position left vacant after applying the entire procedure. In that case, the part-time employee must agree to become a full-time employee.
- 8.7** A full-time employee may bump a part-time employee in accordance with the aforementioned procedure if the full-time employee was not able to bump another employee with the same job status or obtain a position left vacant after applying the entire procedure. In that case, the full-time employee must agree to become a part-time employee.

8.8 A full-time employee may bump more than one part-time employee with the same job title, providing that the hours of work of the part-time employees thereby bumped are compatible, do not result in the application of clause 19.04 of the national provisions of the collective agreement on shift changes, and once these hours of work are juxtaposed, they constitute normal and regular work days or work weeks.

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

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

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

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

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

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

8.11 Employees affected by the aforementioned process receive written notice and have three (3) days to make their choice. A copy of the notice is sent to the Union.

Employees entitled to use the bumping procedure may choose to go onto the availability list.

If employees fail to use the aforementioned procedure when it is possible to do so, they are considered to be registered on the institution's availability list.

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

9. Arrangement of hours of work and work week, excluding remuneration

9.1 Regular week

The number of hours of work per week for each job title (35, 36.25, 37.5 or 38.75) is set out in the *List of job titles, job descriptions and salary rates and scales in the health and social services system* and is distributed equally over five (5) days of work.

The parties may agree to flex-time or compressed schedules or any other form of work-time arrangement including remote work, when employees voluntarily sign on and the following conditions are met:

- continuity of care is ensured;
- service levels are maintained;
- no additional costs are involved;
- where applicable, replacement personnel is ensured.

For example, the parties may alter the distribution of employees' daily hours worked by allowing them to choose their start and finish times (flexible hours) outside a core period of compulsory attendance at work (core hours), five (5) days a week. The employees' total hours for one (1) week, two (2) weeks or four (4) weeks must be equal to the number of hours stipulated in their job title.

9.2 Distribution of the work week

For calculation purposes, the work week is distributed over the calendar week. The calendar week runs from 00:00 a.m. on Sunday to 24:00 p.m. on Saturday.

9.3 Meal periods

The time allowed for the meal period is a minimum of half (1/2) an hour and a maximum of one (1) hour.

Employees are not obliged to have their meal at the institution, unless their immediate superior so requires. Those who are required to stay in the institution during their meal period are considered to be at work, and this time is taken into account when calculating their regular work day.

9.4 Rest periods

Employees are entitled to the rest periods set out in clause 24.09 of the national provisions of the collective agreement.

9.5 In deciding when rest periods and meal periods are actually taken, the needs of the activity centre must be taken into account, after agreement with the immediate superior.

9.6 Weekly days off

Each employee has two (2) full days off a week, consecutively if possible.

Upon request, the Employer may allow an employee to take four (4) consecutive days off per two (2) weeks of work. The provisions on overtime do not apply in such cases.

9.7 Exchange of schedules

Two (2) employees with the same job title in the same activity centre who have the same schedule as defined in clause 2.6 of these local provisions are free to exchange their weekly days off and their established work schedule, after obtaining the consent of their immediate superior, who cannot refuse without a valid reason. The provisions on overtime do not apply in such cases.

9.8 Number and distribution of weekends

Weekends off must be distributed fairly among employees who have the same schedule as defined in clause 2.6 of these local agreements, in accordance with operational needs.

The Employer ensures that every employee has one (1) weekend off per two (2) calendar weeks, so that each one never works two (2) consecutive weekends or part of a second consecutive weekend. This obligation does not apply in specific situations where the Employer is unable to set up mechanisms to ensure one (1) out of two (2) weekends off. In such circumstances, the Employer must ensure that each employee has a minimum of one (1) weekend off per three (3) calendar weeks, so that an employee never works more than two (2) consecutive weekends.

A weekend means a continuous forty-eight (48)-hour period including Saturday and Sunday. This period may nonetheless be shifted, with the Union's consent.

9.9 Posting of schedules

The schedule is set based on the needs of the team, the sector, the facility or the activity centre as defined in clause 2.6 of these local provisions, taking into account employees' stated preferences, if possible.

The work schedules are conveyed at least two (2) weeks in advance and cover a period of at least four (4) weeks.

The work schedules indicate for employees the time that each of their work shifts begins and ends.

9.10 Changing the work schedule

The Employer can change the work schedule after giving seven (7) days' notice, unless the employees concerned consent to a shorter period of notice.

Employees assigned to a steady evening or night shift may be temporarily displaced to a day shift for a period of no more than twenty (20) continuous days per year to give these employees a chance to refresh their skills and techniques.

9.11 Stabilizing work shifts

For employees with positions that involve rotating work shifts, the Employer strives minimize shift rotation through the use of measures that promote stability.

9.12 Rotating work periods

If there are not enough employees on steady evening or night shifts, rotating work shifts are used among employees with the same schedule as defined in clause 2.6 of these local provisions, taking turns among employees with the concerned job title(s).

When rotating work shifts are necessary, the Employer uses rotation on two (2) shifts, days-evenings or days-nights. In each four (4)-month period, employees must spend at least fifty per cent (50%) of their time on the day shift.

The Employer gives steady evening or night shifts to an employee who so requests. In that case, the employee is excluded from the rotation system. If more than one employee makes that request, it is granted by seniority. An employee who so requests may return to the rotation system after giving four (4) weeks' notice to the Employer.

9.13 Time tracking

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

9.14 Split shifts

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

10. Terms and conditions for overtime, callbacks to work and on-call duty, excluding salary rates and remuneration

OVERTIME

10.1 Overtime cannot be used as a systematic practice to fill absences.

10.2 If overtime work has to be done, the Employer must first offer it to employees who have indicated their availability, so as to distribute it as fairly as possible among the employees who normally do this work.

It is up to employees to indicate their availability to work overtime within a given time period.

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

10.3 For the purposes of distributing overtime work, each time employees refuse to work overtime or cannot be reached, they are considered to have done the overtime that was offered. This is also the case when employees are absent from their position under Article 4 of these local provisions.

10.4 For the purposes of applying the preceding clause, the Employer sets a procedure about response time after consulting the Union, and transmits it to employees.

10.5 The Employer keeps a compilation of each employee's overtime hours worked and overtime refused, and makes it available and accessible to employees. A copy is transmitted to the Union upon request.

ON-CALL DUTY

10.6 When the needs of a team, sector, facility or activity centre require having personnel on on-call duty, the employees who normally do this work must take turns covering the on-call duty unless:

- a) a sufficient number of employees volunteer for it, including those on the relief team or float team who are frequently called to fill replacement assignments in the activity centre;
- b) if the number of employees volunteering is insufficient to cover all of the needs, other employees are only called to cover the remaining needs.

10.7 In distributing on-call work, the Employer takes into account employees' stated preferences if possible.

The Employer cannot require employees who work one (1) out of every two (2) weekends to do on-call duty during their weekend off. Moreover, the Employer cannot require employees to do on-call duty during their annual vacation leave.

10.8 Employees may be on call outside the institution. If it is impossible for employees to reach the institution within approximately half ($\frac{1}{2}$) an hour, however, they must, at the Employer's request, stay at the institution.

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

- 10.9** The Employer provides an employee on on-call duty with a communications device.
- 10.10** A callback to work ends when the employee notifies the person in charge and receives the latter's authorization. This authorization cannot be refused unless the needs of the activity centre still warrant the employee's presence on site.
- 10.11** If employees are called to work on an emergency basis while having a meal, they do not have to pay for another meal after responding to the emergency.
- 10.12** The Employer makes a parking space available to an employee on on-call duty, in accordance with the terms and conditions stipulated for travel allowances in the national provisions and the local provisions. If it is difficult to park near the facility's entrance, the Employer strives to find reasonable solutions.
- 10.13** When the needs of an activity centre require that a system of on-call duty be set up, the parties meet to agree on the following terms of application:
- a) the multi-skilled or specialized nature of on-call personnel;
 - b) the way in which on-call personnel will be trained, if training is required by the Employer;
 - c) the method of replacing on-call personnel who are absent;
 - d) access to parking space.

11. Statutory holidays, floating days off and annual vacation, excluding quanta and remuneration

11.1 Thirteen (13) holidays are recognized by the institution, including the following eight (8) official statutory holidays instituted by law or regulation:

- 1- July 1;
- 2- the 1st Monday in September;
- 3- the 2nd Monday in October;
- 4- December 25;
- 5- New Year's Day;
- 6- Good Friday or Easter Monday;
- 7- the Monday before May 25;
- 8- Québec National Holiday (Saint Jean-Baptiste Day).

Given the historical and cultural realities of the original institutions, for the five (5) other holidays, the Employer continues to adhere to the list, by site, that is applicable as of the date these local agreements come into force. The parties undertake to find and discuss alternatives to the existing lists, including the possibility of increasing the number of floating days off, if possible. The Union is consulted before any change to these lists comes into effect.

11.2 If a statutory holiday falls on a weekend, the Employer can move it to the Friday before or the Monday after the weekend.

11.3 The Employer distributes statutory holidays fairly among employees with the same work schedule, as defined in clause 2.6 of these local provisions. The Employer takes into account employees' stated preferences if possible. The Employer strives to combine statutory holidays with a weekend off.

11.4 A compensatory statutory holiday is given to employees when they had to work on a statutory holiday. The Employer strives to combine the compensatory time off with weekends off.

Employees are entitled to accumulate a maximum of five (5) compensatory holidays. These holidays are taken after agreement with the Employer, who cannot refuse without a valid reason. They must be taken in full within the period from July 1 to June 30 each year.

For employees who go on leave as a result of an employment injury or disability and are thus unable to take the compensatory holiday on the date indicated on the schedule, unless they indicate otherwise, the accumulated compensatory holidays are postponed to a later date. The date is set after agreement with the Employer, who cannot refuse without a valid reason.

11.5 Every employee is assured three (3) consecutive days off (legal holidays, compensatory holidays, floating days off and/or weekly days off, actually taken) at Christmas or New Year's. A fair process is established from year to year to ensure that employees with the same schedule receive these consecutive days off in turn, as defined in clause 2.6 of these local provisions.

11.6 Two (2) employees are free to exchange the dates on which they actually take a given statutory holiday appearing on the schedule, as defined in clause 2.6 of these local provisions, after receiving authorization from the immediate superior, who cannot refuse without a valid reason.

Overtime rates do not apply if the employee only does a regular day of work.

- 11.7** Floating days off are taken on the dates agreed upon by the employees and their immediate supervisor, who cannot refuse without a valid reason.
- 11.8** The period between June 1 and September 30 is considered to be the normal vacation period. The Employer cannot require employees to take their annual vacation leave outside the normal annual vacation period.

Despite the preceding paragraph, if the Employer is unable to grant annual vacation leave within the period from June 1 to September 30 in an activity centre, facility, team or sector as defined in clause 2.6 of these local provisions, the parties meet to agree on terms and conditions for annual vacation leave to be granted within this period. If no agreement is reached, the normal annual vacation period is extended to cover the period from May 15 to October 15.

- 11.9** By the first Tuesday in March and the third Tuesday in August, at the latest, the Employer posts the list of employees from the team, sector, facility or activity centre, as defined in clause 2.6 of these local provisions, with their seniority, the amount (quantum) of annual vacation leave to which they are entitled, and a registration sheet for the period in question.

A copy of the list is given to the Union.

- 11.10** Employees indicate their preference by the third Tuesday in March and the second Tuesday in September, at the latest.

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

Employees working in a school setting must take their annual vacation within the periods from June 24 to August and from December 15 to January 15, during spring break, and in accordance with school holidays or pedagogical days. With the agreement of the immediate superior, however, employees can take all or part of their annual vacation outside these periods.

- 11.11** The Employer decides the dates for annual vacation leave, taking into account employees' stated preferences and their seniority by team, sector, facility or activity centre, as defined in clause 2.6 of these local provisions.

The Employer strives to start or end the annual vacation period for each employee with a (1) full weekend off.

- 11.12** The annual vacation schedule is posted by the second Tuesday in April and the first Tuesday in October at the latest.

The schedule stays posted for the entire duration of the annual vacation period.

Employees take their annual vacation on the dates indicated on the schedule.

- 11.13** Two (2) employees with the same work schedule, as defined in clause 2.6 of these local agreements, are free to exchange their annual vacation dates by mutual agreement after obtaining the consent of their immediate superior, who cannot refuse without a valid reason.

- 11.14** Employees may take their annual vacation leave continuously or divide it into periods of at least one (1) week each.

Employees' seniority and preferences only take precedence for one choice of continuous annual vacation leave within each of the two (2) annual vacation periods.

However, an employee may choose to split one (1) week of annual vacation leave into separate full days. Employees who are entitled to more than twenty (20) working days of annual leave may take the additional days non-continuously. These separate vacation days are taken after coming to an agreement with the Employer.

- 11.15** Spouses who both work for the Employer may take their annual vacation leave at the same time. Their period of annual vacation leave is that of the spouse with less seniority, providing that this does not affect the choice of vacation dates of other employees with more seniority.

- 11.16** When their annual vacation date arrives, employees who work in more than one team, sector or facility during the annual vacation period exercise their rights stipulated in this article in the team, sector or facility where they perform the majority of their work hours.

Employees who are transferred, promoted, demoted or bumped before taking their annual vacation are not required to change the date of their annual vacation if it had already been authorized.

- 11.17** Banked vacation time and personal leave must be taken by April 30 each year.

However, employees who are unable to take their vacation within the stipulated period due to an employment injury, disability, family or parental leave, protective leave (translated as "preventive withdrawal" by the CNESST), or duty to serve as a juror or witness that arises before their vacation period starts may postpone their vacation period to a later date.

However, they must inform the Employer as soon as possible before the stipulated date for their vacation period unless it is impossible to do so as a result of their incapacity, in which case their vacation period is automatically postponed. In that case, employees must demonstrate that they were unable to promptly inform the Employer.

The Employer decides the new vacation dates once the employee returns to work, taking the latter's stated preference into account.

12. Granting of leave without pay and applicable conditions, excluding leave without pay under the parental rights plan and leave without pay to work in a northern institution

12.1 Leave without pay or part-time leave without pay to teach for a school board, CEGEP or university

In the aim of allowing the high school, CEGEP and university sectors to benefit from the contribution and experience of employees from the health and social services system, an employee with at least one (1) year of service may, after agreement with the Employer, obtain leave without pay or part-time leave without pay for a maximum of fifty-two (52) weeks to teach in a discipline specifically geared to the health and social services sector.

The employee must make a request in writing at least thirty (30) days in advance, specifying the duration of the leave.

The duration, terms and conditions of this leave are set based on the teaching load.

This leave is granted once per two (2)-year period.

Before it expires, this leave without pay may in exceptional cases be renewed for a second year, after agreement with the Employer.

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

After agreement with the Employer, employees with at least one (1) year of service may obtain leave without pay for a maximum of twenty-four (24) months to pursue studies related to their profession or to another profession in the health and social services system that exists within the institution.

The employee must make a request in writing at least thirty (30) days in advance, specifying the duration of the leave.

This leave may be part-time, continuous or divided into two (2) or three (3) absences over a period of up to thirty-six (36) months.

If the nature of the studies undertaken by the employee warrants extending this leave without pay, an extension may exceptionally be granted for the entire duration of their studies.

12.3 Leave without pay to repeat an exam

An employee is given enough leave without pay to prepare for and take one (1) or more exams related to a profession in health care and social services.

12.4 Public office

Employees running for public office or elected to public office are entitled to leave without pay in accordance with the provisions of the applicable legislation.

12.5 Leave without pay

After agreeing with the Employer on the dates, an employee with one (1) year of service may obtain up to one (1) month of leave without pay once a year, outside the months of June, July and August and the winter holiday period. Despite the preceding, such leave may be granted within the period of June, July and August and over the winter holidays if the employee's immediate superior so consents, after posting the annual vacation schedule.

The employee must make a request in writing at least thirty (30) days in advance.

This leave without pay may be split into weekly periods of up to four (4) weeks in duration.

An employee with at least five (5) years of service may obtain an extension of the leave without pay once per period of five (5) years, after agreeing on the dates with the Employer, who cannot refuse without a valid reason. The total duration of an extended leave may not exceed fifty-two (52) weeks.

Employees must make a request in writing at least sixty (60) days in advance, specifying the duration of the leave.

12.6 Leave without pay through a temporary exchange of positions

A part-time leave for a minimum of two (2) months and a maximum of fifty-two (52) weeks may be granted to full-time employees with at least one (1) year of service.

Employees must make a request in writing at least thirty (30) days in advance, specifying the duration of the leave.

To take this part-time leave, an employee must be able to exchange their full-time position with another part-time employee in the same job title and activity centre, without either employee needing an orientation or training period, unless agreed otherwise by the immediate superior(s) concerned.

At the end of this part-time leave, the employees involved in the exchange of positions return to their respective positions. While exchanging positions, if either employee ceases to hold their position, the part-time leave without pay ends unless the parties agree to define other terms and conditions.

This leave is granted to employees with less than one (1) year of service when a member of their immediate family requires the employee's presence.

12.7 Leave without pay for marriage or civil union

Employees who are entitled to leave without pay for marriage or civil union under clause 24.07 of the national provisions of the collective agreement may couple that leave with one (1) week of unpaid leave, providing they request the extra week when applying for the leave under clause 24.07.

12.8 Part-time leave without pay

After agreement with the Employer, who cannot refuse without a valid reason, a full-time employee with at least one (1) year of service may obtain a part-time leave without pay of at least two (2) months' duration and at most fifty-two (52) weeks' duration, once per two (2)-year period.

The employee must make a request in writing at least thirty (30) days in advance, specifying the duration of the leave.

This leave without pay cannot result in fewer than two (2) days of work per week or four (4) days of work per two (2)-week period.

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

12.9 Leave to take part in humanitarian aid work

After agreement with the Employer, employees who have at least two (2) years of service may obtain a leave without pay of up to sixty (60) days' duration to work in a humanitarian aid organization.

The employee must make a request in writing at least thirty (30) days in advance, unless there is an exceptional humanitarian situation.

This leave is granted once per period of five (5) years.

12.10 The following terms and conditions apply to leave without pay under this article:

Thirty (30) days before their leave ends, employees must notify the Employer in writing of their intention to return to work, failing which they are deemed to have voluntarily quit their job as of the date they went on leave from the institution.

For employees taking leave without pay of fifty-two (52) weeks' duration or more, the Employer pays them their annual vacation pay corresponding to the days of vacation leave accumulated up to the date they go on leave without pay.

Sick leave accumulated at the time the leave without pay begins is credited to the employee and cannot be cashed in, except for sick leave that is cashed in annually under the disability insurance plan.

Employees may end their leave without pay, providing that they notify the Employer in writing thirty (30) days in advance.

Those who wish to work part-time during their leave without pay may do so by registering on the availability list or by coming to an agreement with the Employer on the weekly distribution of days of work.

Employees on leave without pay may apply for a position and obtain that position, providing they end their leave without pay and begin work in that position on the date set for taking up their duties.

Employees have to offer the Employer one (1) year of service after taking any of the leaves stipulated in clauses 12.1 (leave without pay or part-time leave without pay to teach for a school board, CEGEP or university), 12.2 (leave without pay or part-time leave without pay for studies), 12.5 (leave without pay for personal reasons) and 12.8 (part-time leave without pay) of these local provisions of the collective agreement, to once again be eligible for any of these leaves.

13. Development of human resources, excluding allocated amounts and retraining of employees with job security

13.1 Statement of principle

The local parties recognize the importance of developing human resources.

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

The development of human resources is aimed at improving the institution’s array of clinical services, meeting employees’ adaptation needs, and addressing the new orientations in the health and social services sector. It must strive to improve the quality of services and meet the needs of clientele in the health care and social services system.

Development of human resources is achieved through in-service training, activities enabling employees to adapt and adjust, and professional development activities. The budget for these activities is defined in accordance with Article 31 of the national provisions.

13.2 Induction and integration program

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

Induction and integration programs are excluded from the application of this article and are not charged to the budget for the development of human resources stipulated in Article 31 of the national provisions of the collective agreement.

13.3 In-service training

In-service training is a set of activities aimed at maintaining employees’ efficacy in performing their duties. In-service training may enable an employee to adjust to the use of new technologies, equipment or devices that alter the performance of duties, or to acquire new methods of work or intervention, or new therapeutic approaches, and helps improve the quality of services for service users.

13.4 Adaptation for employees

For employees affected by a transformation in the health and social services system that has a local impact or by a transformation in the organization of work, the Employer organizes adjustment activities, as needed.

13.5 Professional development

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

The parties agree on the importance of professional development for employees in the bargaining unit.

13.6 Activity plan

The Employer draws up an activity plan for human resources development for the reference year, after consulting the Human Resources Development Committee.

The Employer updates the activity plan in the course of the reference year.

The activity plan is submitted to the Human Resources Development Committee at least (45) days before the plan is implemented. Updates to the plan are periodically given to the Human Resources Development Committee.

The Employer facilitates equitable training for all job titles and activity centres.

The Employer sets the terms and conditions for applying the plan, as well as the selection criteria for choosing employees for these activities, after consulting the Human Resources Development Committee.

13.7 Use of the human resources development budget

The human resources development budget as defined in the national provisions of the collective agreement is used to reimburse salaries, employee benefits, educational expenses (including materials) and travel, meal and living expenses related to the training, adjustment or professional development activities.

13.8 Conditions applying to employees

The activities covered by clause 13.1 of these local provisions are free of charge for employees. Employees are deemed to be at work and receive the same remuneration as if they were at work, for each day they participate in such an activity.

No employees who are given time off from work may receive more than their regular weekly salary in a given week.

The Employer may rearrange the work schedule of employees who are given time off from work, to enable them to take part in the activities or to give them compensatory time off in the six (6) months following the activity, equivalent to the number of hours spent on the activities outside their regular work hours.

Travel time is not included in calculating work time and is not paid unless the training is mandatory and is required by the Employer. In that case, it is covered by a special agreement between the employee and the Employer.

Living and travel expenses required by the Employer and necessary for the employee's participation are paid

upon presentation of receipts or supporting documents in accordance with the provisions of the collective agreement.

13.9 Human Resources Development Committee

A human resources development committee is formed no later than sixty (60) days after these local provisions are signed, to serve in an advisory capacity in regard to human resources development activities. Its mandate is to make recommendations to the Employer on:

- identifying needs, including the need for adjustment activities;
- drawing up, evaluating and updating the activity plan for human resources development;
- deciding on the terms for implementing the activity plan for human resources development, and setting selection criteria for the employees concerned;
- analysing the activity report (training given, date, number of hours and related costs);
- analysing the accounting report on amounts earmarked under Article 31 of the national provisions for the current fiscal year, and the uncommitted amount from the preceding year to be added to it, where applicable.

The committee consists of three (3) members designated by the Union and three (3) members designated by the Employer. Three (3) committee members constitute a quorum for meetings, as long as there is one (1) union representative and one (1) employer representative. The Employer or the Union may bring in a resource person of their choosing.

The committee sets its own operating rules. Despite the preceding, if there the committee fails to reach a consensus on its recommendations, it draws up more than one recommendation for the Employer, unless otherwise agreed.

13.10 Disputes

At the request of either party, any dispute involving human resources development is submitted to mediation prior to grievance arbitration.

14. Activities outside facilities maintained by an institution covered by the *Act respecting health services and social services* with service users covered by that Act, or outside an institution covered by the *Act respecting health services and social services for Cree Native persons* with beneficiaries covered by that Act

14.1 When an authorized activity is planned outside the institution with one or more service users, this work assignment is first offered by seniority to employees who volunteer it and whose usual duties are in continuity with the activity.

The activity is then offered by seniority to other employees from the activity centre who volunteer for it and are able to do the work. If no one volunteers, the assignment is given by reverse seniority among the employees from the same activity centre who are able to do the work.

14.2 The working conditions that apply to employees called upon to accompany one or more service users for an outside activity lasting more than twenty-four (24) hours are subject to a written agreement between the parties.

- 15. Local committees' mandates and operating procedures concerning matters stipulated in this schedule, with the exception of union leave required for the purposes of negotiating these matters**
- 15.1** In accordance with Article 29 of the national provisions of the collective agreement, a professional relations committee is set up as soon as these local provisions come into force.
- 15.2** In addition to the mandate set out in clause 29.03 of the national provisions of the collective agreement, the professional relations committee addresses problems arising from the application of the 26 matters covered by these local provisions.

16. Rules of conduct between the parties

16.1 The parties foster good relations based on respect, and have open and frank communications.

17. Posting of notices

17.1 The Employer places locked bulletin boards at the Union's disposal, for the Union's exclusive use. A key is given to a Union representative.

Each document posted must first be signed by an authorized Union representative.

17.2 The Employer continues to provide the existing union bulletin boards when these local provisions are signed.

If the Employer wants to change the location of any union bulletin boards, the new location is decided by the Employer after prior consultation with the Union. In all cases, the bulletin boards must be placed where they are accessible, visible and easy to consult.

If a new facility is added to the institution, the Employer consults the Union about the need for bulletin boards and their location, if need be.

17.3 Posted documents must not be libellous or defamatory.

18. Professional orders

18.1 Employees are free to join to a professional order, unless required to do so by law or under the *List of job titles, job descriptions, and salary rates and scales in the health and social services sector*.

18.2 The Employer and the Union acknowledge employees' contribution in improving professional practices and responsibilities. With this in mind, the parties encourage exchanges between employees and their immediate superior.

In this context, employees who request support when a professional order undertakes certain actions involving the performance of their duties, such as a professional audit, the Employer and the professional practices coordinating body provide them with support. Activities or actions that come under the jurisdiction of the "syndic," however, are excluded.

18.3 If the professional order requires practical training or internship as a condition for readmission, the Employer, at the employee's request, strives to make this training available in the institution, if possible.

An employees whose right to practice are suspended by their professional order may be granted leave without pay by the Employer.

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

19. Professional practice and liability

- 19.1.** Any technical document prepared by employees or under their supervision must be signed by them. However, the use of the content of such a document remains the Employer's responsibility.

If the employer publishes some or all of a technical document in any form whatsoever, the author's name, title and activity centre are indicated on the document. Employees cannot be required by the Employer to sign a document that they have not prepared.

No employees are required to modify a document of a technical nature that they have signed and believe to be accurate in professional terms. If such a document is modified without the employees' authorization, the latter may remove their signature.

- 19.2.** When employees are summoned to appear as a witness or expert witness in a case in which they are not one of the concerned parties, regarding facts brought to their attention in the course of their duties, the Employer helps them prepare their testimony if they so request. The Employer provides the required legal assistance if deemed necessary.
- 19.3.** Employees fulfill their obligations of professional conduct and exercise their professional judgement in a particular context of practising a profession (with its specificities and constraints) in a health and social services institution, in accordance with a given mission, organizational structure, resources and budgets.
- 19.4.** Employees who supervise student trainees referred by recognized educational institutions receive the benefits associated with this responsibility under the terms and conditions set out in the policy on supervising trainees (*politique de l'enseignement*) adopted by the Employer.

20. Special conditions when transporting service users covered by the *Act respecting health services and social services* or beneficiaries covered by the *Act respecting health services and social services for Cree Native persons*

20.1 Employees who are assigned by the Employer to accompany a beneficiary or service user outside the institution receive the following remuneration and allowances.

- 1) They are considered to be at work for the time that they accompany the beneficiary or service user. They must be remunerated according to the provisions of the collective agreement, including overtime if the duration of this work and/or the period spent accompanying the person exceeds a normal work day;
- 2) Once they have left the beneficiary or service user in the designated location (where applicable), the employees must return to their home base or their institution as requested by the Employer, as soon as possible, using the means of transportation determined by the Employer. Employees may also go directly home, after receiving authorization from their immediate superior.
- 3) While employees are waiting to make their return trip, they are considered to be on call within the meaning of the national provisions of the collective agreement, if this waiting period exceeds their normal work day.
- 4) For the duration of the return trip, employees are also considered to be at work.
- 5) the Employer reimburses employees for travel and living expenses upon presentation of receipts or supporting documents, in accordance with the national provisions of the collective agreement.
- 6) For any trip lasting more than one (1) day, the Employer ensures that employees have a sufficient rest period before starting back on their regular work shift.

20.2 Employees are not obliged to transport a beneficiary in their personal vehicle.

21. Loss or destruction of personal property

- 21.1 When employees' personal property (e.g., clothing, watch, glasses, contact lenses or other prosthesis or orthosis) is destroyed, stolen or damaged in the course of performing their duties, the Employer provides for its replacement or repair, as the case may be, at a reasonable cost.
- 21.2 Employees must report the event as soon as possible to their immediate superior.
- 21.3 Employees must present their claim no later than thirty (30) days after the event.
- 21.4 When employees' personal property is destroyed, stolen or damaged to the point that it prevents them from continuing to perform their work, they may take time off for the rest of their work shift, without loss of salary, to see to the replacement of this personal property.

22. Rules to follow when uniforms are required by the employer

22.1 When the Employer requires that a uniform and lab coat be worn, they are provided at the Employer's expense.

22.2 The uniforms' style, cut and fabric are chosen by the Employer, after consulting the Union.

22.3 The upkeep of uniforms supplied by the Employer is at the latter's expense.

22.4 Employees must replace or repair, at their own expense, their uniform or lab coat or any part thereof that was stolen or damaged due to their evident negligence.

22.5 When the Employer requires that uniforms be worn, the list of required uniforms for the various job titles, by activity centre, is transmitted to the Union.

If the needs of the institution make it necessary for employees to use special equipment, clothing or uniforms, or if the needs are diminishing or increasing, the parties discuss these matters in the professional relations committee.

22.6 For employees who have to use a bag to transport materials or supplies outside their home base in the course of their duties, the Employer provides an adequate bag.

22.7 For employees who have to use a planner in the course of their duties, the Employer provides an adequate planner.

22.8 For employees who work at a pool and whose duties require them to use a bathing suit and bathing cap, the Employer reimburses the reasonable cost of an adequate bathing suit and bathing cap upon presentation of receipts, as needed.

23. Locker room and dressing room

23.1 The Employer ensures that employees have a suitable secure place to leave their personal belongings.

23.2 In the Employer's facilities, the Employer provides employees with suitable locker rooms or dressing rooms with washroom facilities, if the institution's premises allow for the latter.

Notwithstanding the preceding paragraph, the Employer provides a suitable place for employees to change if they are required to wear a uniform.

23.3 If the institution's premises allow for it, the Employer provides employees with staff lounges or rest areas.

23.4 The parties agree that there will be consultation when renovating, enlarging or building new locker rooms, dressing rooms and staff lounges or rest areas.

24. Payment of salaries: terms and conditions

24.1 The Employer makes the following information available to employees with each pay, if the payroll system allows for it:

- i) the Employer's name;
- ii) the employee's first and last names;
- iii) the employee's number;
- iv) the job title;
- v) the date of the pay period and the date of payment;
- vi) the number of hours paid at the regular rate;
- vii) overtime hours worked during this period;
- viii) the nature and amount of premiums, indemnities, allowances or supplements paid;
- ix) the rate of pay;
- x) gross pay;
- xi) the nature and amount of the deductions made;
- xii) net pay;
- xiii) the amount of accumulated sick leave, annual vacation leave and seniority;
- xiv) statutory holidays taken during this period;
- xv) compensatory statutory holidays;
- xvi) accumulated time off resulting from the conversion of certain premiums;
- xvii) overtime accumulated.

24.2 The Employer must use separate pay slips for amounts paid as retroactive pay, vacation pay, unused sick leave at the time it is paid, and income protection (if any).

24.3 The Employer issues employees' first pay by bank transfer, within one (1) month. After that, salary is paid every two (2) weeks.

If there is any change in issuing pay, the Employer consults the Union about the terms and conditions of making the transition. No more than fifteen (15) days may elapse between two (2) pays.

If the date for issuing pay coincides with a statutory holiday, pay is issued the day before the statutory holiday, unless it is impossible to do so.

24.4 If responsible for an error in pay (involving an underpayment) of forty dollars (\$40) or more, the Employer undertakes to correct the error within four (4) working days of being notified, by paying the employee the amount due, by bank transfer.

The amount is calculated based on the twelve (12) months preceding the date the error was reported by the Employer or the employee.

24.5 In the event of an error in pay involving an overpayment to an employee by the Employer, the Employer recovers the amount that was overpaid, following the method agreed upon by the Employer and the employee. If they fail to agree on a method, the Employer then withholds seven percent (7%) of net salary on each pay until the employee's debt is extinguished.

The Employer can recover only the amounts overpaid in the twelve (12) months preceding the date the employee was notified of the error.

- 24.6** On the day the employee leaves the job, or at the latest, on the following pay, the Employer gives the employee a signed statement of the amounts owing for salary and fringe benefits, providing that the employee has notified the Employer of their departure at least two (2) weeks in advance.
- 24.7** When the employee leaves, the Employer gives the last pay slip to the employee or sends it to their last known address.
- 24.8** The remuneration payable to an employee while on annual vacation leave is paid in the normal pay periods. An employee who so requests when indicating their choice of annual vacation dates receives it with the second-last pay before they go on vacation.

25. Establishment of a credit union

25.1 At the request of the employee, the Employer makes source deductions for a credit union. The amounts withheld are remitted to the credit union within two (2) weeks of being deducted.

25.2 In accordance with the applicable legal provisions, the Employer makes source deductions from employees' pay, at their request, so they can immediately benefit from the applicable tax credits when they purchase shares from either of the two workers' solidarity funds, the Fonds de solidarité de la FTQ or the Fondation CSN.

26. Travel allowances (except quanta)

26.1 The home base is the place where employees usually perform their duties.

In other cases, the home base is determined by the Employer based on either of the following criteria:

- a) the place where employees regularly receive instructions;
- b) the place where employees report on their activities.

26.2 Employees cannot have more than one home base, except as a result of applying Article 6 of these local provisions.

26.3 When employees have to perform their duties outside their home base, they are considered to be at work during their entire travel time.

Travel allowances are calculated using the home base to which an employee is assigned as the starting point. The number of kilometres reimbursed is based on the requisite distance actually travelled by employees in performing their duties.

When employees begin or end their day at a work location other than their home base, however, they are only remunerated for the time and the number of kilometres that exceed what is normally necessary to travel between their home base and their residence.

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

26.4 If there are free parking spaces available, the Employer assigns them in priority to employees who are required to use their cars.

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

26.6 When employees are not required by the Employer to use their car, the Employer determines the means of transportation they must use.

26.7 In the course of their travels, employees are entitled to the meal allowances provided for in the national provisions, which are only paid if employees are unable to get to their residence, home base, or one of the Employer's facilities within a reasonable period of time.

26.8 Expenses paid are reimbursed upon presentation of receipts or supporting documents.