2020-2023

COLLECTIVE AGREEMENT

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

NATIONAL PROVISIONS
OF THE COLLECTIVE AGREEMENT

concluded between

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

and

THE *COMITÉ PATRONAL DE NÉGOCIATION DU SECTEUR DE LA SANTÉ ET DES SERVICES SOCIAUX* (CPNSSS)
(Management bargaining committee for the health and social services sector)

January 30, 2022

March 31, 2023

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

This translation has been updated to respect gender diversity. To ensure greater inclusiveness, the pronoun “they” has been used instead of “she/he” when necessary, even though the subject is singular.

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ARTICLES

ARTICLE 1
DEFINITION OF TERMS

1.01 Employee

Means any person included in the bargaining unit who works for the Employer in return for remuneration.

An employee has one of the job statuses defined in clauses 1.02, 1.03 or 1.04.

An employee who temporarily holds a position outside the bargaining unit continues to be covered by the collective agreement. However, the Employer's decision to return that employee to their regular position cannot be grieved.

1.02 Full-time employee

An employee who holds a position with a number of hours corresponding to what is stipulated for their job title.

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

1.03 Part-time employee

An employee who holds a position with fewer hours than the number stipulated for their job title. A part-time employee who occasionally works the total number of hours stipulated for their job title continues to have part-time status.

1.04 Employee who does not hold a position

An employee who is registered on an availability list without holding a position.

1.05 Probationary employee

All new employees are subject to a probation period, the terms and duration of which are negotiated and agreed upon at the local level. During this period, they are entitled to all the benefits of this collective agreement. In the event of dismissal, however, they do not have the right to use the grievance procedure.

1.06 Basic salary

The remuneration to which an employee is entitled according to the employee's echelon on the salary scale for their job title, as set out in the *List of job titles, job descriptions and salary rates and scales in the health and social services system,* as described in clause 9.07 of this collective agreement.

1.07 Salary, regular salary

The basic salary, to which are added, where applicable, premiums, supplements and the additional remuneration provided for in Article 17 and Appendix 1.

1.08 Day

Unless stipulated otherwise in this agreement, the word “day” means a calendar day.

1.09 Promotion

Means the transfer of an employee to a position with more responsibilities and a higher salary.

1.10 Transfer

Means a transfer at the employee’s request to a position with comparable responsibilities and an identical salary.

1.11 Demotion

Means the transfer of an employee to a position with fewer responsibilities and a lower salary. Demotion cannot be a disciplinary measure unless, like a suspension, it is for a defined length of time.

1.12 Positions

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

During an initiation and trial period, employees who decide to return to their former position or who are required to do so by the Employer do so without prejudice to the rights they had acquired in that position; employees who do not have a position who decide to return to the availability list or who are required to do so by the Employer do so without prejudice to their acquired rights on that list.

Employees who hold a position must resume work in that position when returning from an absence provided for in the collective agreement unless it is an absence that does not entitle them to resume work in their position upon returning.

1.13 Position temporarily without an incumbent

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

1.14 Availability list

When the concept of an availability list is used, its definition is the one negotiated and agreed upon at the local level.

1.15 Displacement

When the concept of displacement is used, its definition is the one negotiated and agreed upon at the local level.

1.16 Activity centre

When the concept of activity centre is used, its definition is the one negotiated and agreed upon at the local level.

1.17 Accounting period

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

1.18 Union

The word Union designates the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS).

1.19 Spouse

Spouses mean persons

a) who are married and living together;

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

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

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

Dependent child

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

- is less then eighteen (18) years old;

- is twenty-five (25) years old or less and attends a recognized educational institution as a duly registered full-time student;

- became totally disabled at a time when they met one of the above conditions and has remained continuously disabled since that time, regardless of their age.

ARTICLE 2
PURPOSE

2.01 The purpose of this agreement is to establish orderly relations between the parties, define the working conditions of employees included in the bargaining unit and help resolve labour relations problems.

2.02 It also seeks to promote the necessary collaboration between the parties to ensure the quality of the services provided by the institution.

2.03 The Employer treats employees fairly and the Union encourages them to do satisfactory work.

Recognition and promotion of employment

2.04 The parties undertake:

- to promote employment and career development prospects in the health and social services system;

- to recognize the value of the work performed by all health and social services employees, both publicly and within the system;

- to pursue the objective of preserving jobs in the public system and giving priority to in-sourced work.

ARTICLE 3
RECOGNITION

3.01 For the purposes of this collective agreement, the Union is the sole bargaining agent for all employees in the bargaining units for which it is certified.

3.02 No special agreement on working conditions that differ from those provided in this collective agreement or that are not covered by this collective agreement between an employee or group of employees and the Employer is valid unless it has been approved in writing by the Union.

The Employer has five (5) days to send the Union the proposed agreement. Should the Union fail to respond within twenty (20) days of receiving it, the agreement is deemed to be accepted and may be applied.

3.03 It is up to the administrative labour tribunal (*Tribunal administratif du travail* - TAT) to resolve any problem in the interpretation of the certification of the bargaining unit; an arbitrator cannot be asked to do so.

3.04 Employees may work under their spouse's name and/or their maiden name.

3.05 Security guards must not, as part of their duties, give orders to employees in the bargaining unit.

3.06 Only the French version of this collective agreement is deemed to be official. The parties agree, however, that the collective agreement is to be translated into English and also agree to share costs.

3.07 The Employer undertakes to use the resources ordinarily available in the bargaining unit before turning to outside sources of recruitment.

ARTICLE 4
MANAGEMENT RIGHTS

4.01 The Union recognizes the Employer's right to exercise executive, administrative and management duties. This right must be exercised in a manner that is compatible with the provisions of this collective agreement.

4.02 Upon request, the Employer gives the Union a copy of written regulations concerning staff, along with any amendments, if such regulations exist.

4.03 Any provision in a regulation that is incompatible with the current collective agreement is null and void.

ARTICLE 5
EMPLOYEE FILE

5.01 Upon request to the person in charge of personnel or the latter's representative, employees may consult their file, alone or in the presence of a union representative.

Upon written request to the person in charge of personnel, employees may obtain a copy of the documents in their personal file; employees must list the documents they wish to obtain.

With the employee's written authorization, a union representative may also consult an employee's personal file.

An employee called in for a meeting with a representative of the Employer that pertains to the employee's employment relationship or status, a disciplinary matter or settlement of a grievance may demand to be accompanied by a union representative.

5.02 Any disciplinary notice must be transmitted to the employee in writing by an employer representative. It must describe the basic facts and reasons for the notice, failing which the notice cannot be used against the employee. Any such notice is placed in the employee's file.

5.03 An employee's personal file is kept up to date by the institution's personnel department and includes:

a) the job application form;

b) the hiring form;

c) copies of degrees, diplomas and attestations of studies, as well as documents about experience acquired and/or recognized;

d) all authorizations for deductions;

e) applications for promotions, transfers or demotions and notices of appointment to a position;

f) formal and periodic appraisal reports, after a copy has been given to the employee and the report has been discussed with the latter;

g) disciplinary reports and notices of disciplinary measures;

h) notices of administrative measures set out in clause 5.08;

i) separation notices;

j) copies of work accident reports.

5.04 The Employer has four (4) days after suspending or dismissing an employee to give a written statement to the employee in person or send it to the latter's last known address, confirming the basic facts and reasons for the employee's suspension or dismissal.

5.05 The Employer has four (4) days from suspending or dismissing an employee to notify the Union of any suspension or dismissal.

5.06 Any disciplinary notice or notice of suspension lapses, along with any previous notice concerning similar offences, if there is no similar offence on the employee's part within twelve (12) months. This twelve (12)-month period is extended by the duration of any continuous absence longer than thirty (30) days. Notices that have lapsed are withdrawn from the personal file of the employee concerned.

The provisions of the preceding paragraph also apply to any disciplinary measure cancelled at the Employer's initiative or after being contested.

5.07 The decision to impose a disciplinary notice, dismissal or suspension is communicated within thirty (30) days of the incident giving rise to it, or no later than thirty (30) days after the Employer becomes acquainted with all the facts relevant to the incident.

The limit of thirty (30) days stipulated in the previous paragraph does not apply if the decision to dismiss or suspend the employee is the result of certain repeated actions or chronic behaviour on the employee's part.

5.08 An Employer who implements an administrative measure that affects an employee's employment relationship permanently or temporarily other than by a disciplinary measure or layoff has four (4) calendar days to inform the employee in writing of the basic facts and grounds for the measure.

The Employer notifies the Union in writing of the measure imposed, within the period of time stipulated in the previous paragraph.

5.09 Any employee who holds a position must give the Employer at least fifteen (15) days' notice before leaving.

The Employer may require an employee to sign a pledge to this effect at the time of hiring.

ARTICLE 6
DISCRIMINATION, PSYCHOLOGICAL HARASSMENT AND VIOLENCE

6.01 It is agreed that no threats, coercion or discrimi22.02against an employee be used by the Employer, the Union or their respective representatives based on the employee's race, colour, religious beliefs or lack thereof, sex, language, pregnancy, national or ethnic background, social condition or origins, handicap or the use of means to offset it, political convictions, sexual orientation, age, marital status or the exercise of a right conferred upon the employee by this collective agreement.

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

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

The Employer may establish employment equity programs[1] in consultation with the union party.

6.02 The provisions of Sections 81.18, 81.19, 123.7, 123.15 and 123.16 of the *Act respecting labour standards*[2] (CQLR, c. N-1.1) are an integral part of this collective agreement.

6.03 No form of psychological harassment is tolerated. In this regard, the Employer and the Union work together to prevent situations of psychological harassment by establishing appropriate information-awareness measures, to be agreed upon by the local parties.

6.04 The Employer and the Union undertake not to publish or allow the circulation of sexist posters or brochures.

6.05 The Employer and the Union agree that employees should not be subject to violence in the course of their work.

The Employer and the Union agree to work together to avert or put a stop to all forms of violence by appropriate means, including the development of a policy.

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[1] Translator's note: the *Act respecting equal access to employment in public bodies* translates these as "equal access employment programs."

[2] To make it easier to understand clause 6.02, the APTS has included the relevant sections of the *Act respecting labour standards* (see pages 293-296).

ARTICLE 7
UNION SYSTEM

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

7.02 The Employer informs all new members that they must become members of the Union within fifteen (15) days of their first day of work as a condition of continuing employment; they must become members using the form provided by the Union for this purpose.

7.03 The Employer is not, however, required to dismiss an employee because of the fact that the Union has expelled the employee from its ranks. Such an employee nevertheless remains subject to the stipulations on the checkoff of union dues.

7.04 The Employer informs the Union of vacant and newly created positions in accordance with the terms and conditions negotiated and agreed upon at the local level.

ARTICLE 8
CHECKOFF OF UNION DUES

8.01 For the duration of this collective agreement, the Employer undertakes to deduct the union dues set by the Union or an amount equal thereto from each employee's pay, starting on the day the employee begins work, and to remit the amounts deducted to the Union's secretary, at the latter's last known address, within fifteen (15) days of the end of the accounting period.

With this remittance of dues, the Employer provides the Union's secretary, at the latter's last known address, with a detailed statement indicating:

a) the name of each employee paying dues;

b) their social insurance number;

c) their employee number;

d) their address;

e) the accounting period covered;

f) the job title and status;

g) the amount of regular salary paid;

h) the amounts deducted;

i) the total of the amounts given in h).

This detailed statement is provided to the Union in electronic format, providing this is available to the Employer. Ensuing costs are charged to the Union. The Employer and the Union may agree locally on terms and conditions for the implementation and enforcement of this clause.

The Union notifies the Employer of the regular rate of dues to be checked off, the items of remuneration to which this rate is applicable, and any subsequent changes. The Union also notifies the Employer of any special union levy that the latter is to collect, along with the terms and conditions for the collection of the special levy.

When notified of a change in the regular dues or their equivalent or of a special levy, the Employer proceeds to make the necessary adjustments to one or more subsequent pay periods within forty-five (45) days of receiving such notice.

8.02 Checkoff of union initiation fees

Upon written authorization from a new member, the Employer collects the initiation fee set by the Union, and the Employer so notifies the Union with the periodic remittance.

8.03 Remittance of dues suspended

When either party asks the administrative labour tribunal (*Tribunal administratif du travail* - TAT*)* to rule on whether a person is part of the bargaining unit, the Employer withholds the union dues or their equivalent until the Tribunal renders a decision, and then remits it in accordance with that decision.

The withholding of such union dues or their equivalent begins at the start of the accounting period after such a motion is filed.

8.04 T4 and *Relevé 1* forms

The amount of union dues must appear on T4 and *Relevé 1* forms in accordance with the various regulations of the department or ministry concerned.

ARTICLE 9
REMUNERATION

9.01 Unless provided otherwise by the provincial parties, employees receive the salary associated with the position they hold.

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

Despite the preceding, the non-reduction of salary provided for in the bumping procedure and the application of special measures under Article 14 refers to the weekly salary when the bumping or transfer occurs within the same job status.

9.03 An employee who is displaced temporarily is not subject to any reduction in salary.

9.04 No employee is subject to a reduction in salary as a result of a promotion or transfer.

9.05 Special provision

Notwithstanding the definition of "salary," "regular salary" or any other term to this effect in this collective agreement, evening- and night-shift premiums, enhanced evening- and night-shift premiums and weekend premiums are only taken into account and paid when the inconvenience is suffered. In the same way, the shift rotation premium is not taken into account or paid during any absences provided for in the collective agreement.

9.06 If employees arrive late, the amount deducted from their salary cannot be greater than the salary corresponding to the amount of time they were late.

9.07 Job titles, job descriptions and salary rates and scales are set out in the list of job titles that ensues from Sessional Paper No. 2575-20051215 tabled December 15, 2005, and its subsequent amendments.

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

Job descriptions are a statement of the main duties and responsibilities of job titles. Nothing in the *List of job titles, job descriptions and salary rates and scales in the health and social services system* prevents employees from being required to carry out all the activities that their membership in a professional order authorizes them to engage in.

If the job title in the *List of job titles* does not specify the weekly hours of work, the local parties can agree to make a joint request to the *Ministère de la Santé et des Services sociaux* (MSSS) to amend the job title in the *List of job titles* to include the new number of hours of work per week, under its authority pursuant to clause 36.02.

9.08 Regular week

The number of hours of work a week is that stipulated for each job title, and the maximum number of days in a regular work week is five (5) days.

The Employer and the employee may, however, agree that the arrangement of work may be different from the one defined by weekly hours of work for each job title, providing that the average number of hours and days of work per week is not greater than what is set out in the previous paragraph.

The terms for how work hours are spread out are determined by the local parties. These terms do not affect the stability of work teams and do not lead to overtime for the person benefitting from them.

For purposes of qualifying for overtime, the regular work day for a full-time or part-time employee or an employee replacing them is the one stipulated in the new schedule. The regular work week of a full-time employee or an employee replacing a full-time employee for the latter's entire schedule is the one stipulated in the new schedule. For an employee doing replacement work on two kinds of schedules, one regular and one atypical, the regular work week is the one stipulated for the job title with the regular schedule.

9.09 Remuneration on Christmas and New Year's Day

The regular rate of pay of employees who are at work on Christmas or New Year's Day is the rate stipulated on their salary scales plus fifty per cent (50%).

9.10 Possibility of cashing in some types of leave

With the Employer's permission, employees may, instead of taking time off, cash in one or more of the following types of leave at the straight-time rate:

- accumulated days of annual vacation leave that exceed those stipulated in the *Labour Standards Act* (CQLR, c. N-1.1);

- a maximum of five (5) statutory holidays accumulated in a bank, if the local parties have agreed on this possibility;

- floating days off, if applicable.

With the Employer's permission, part-time employees may, instead of taking time off, cash in at the straight-time rate any accumulated days of annual vacation leave that exceed those stipulated in the *Labour Standards Act* (CQLR, c. N-1.1).

If an employee cashes in one or several types of leave during the waiting period set out in 30.19 a) and 30.34, this will not cause the waiting period to be interrupted or extended.

Employees who are off the rate or off the scale

9.11 A) On the date that salaries and salary scales are increased, the minimum rate of increase to which an employee is entitled whose rate of pay on the day preceding the increase is higher than the flat rate or maximum of the salary scale in force for their job title, is equal to half the percentage increase applicable on April 1 of the period concerned in relation to the previous March 31, applied to the flat rate or maximum echelon on the scale in effect the previous March 31 for their job title.

B) If the result of applying the minimum rate of increase as defined in the previous paragraph is to give an employee who was off the rate or off the scale on March 31 of the preceding year a salary that on April 1 is lower than the maximum echelon of the scale or the flat rate of pay for their job title, this minimum rate of increase is raised to the percentage necessary to enable such an employee to attain that echelon of the salary scale or that flat rate.

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

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

9.12 The following provisions apply to an employee subject to the exemptions (so-called "derogations") set out under Schedule 4, sections 29 and following of the *Act respecting the conditions of employment in the public sector* (SQ 2005, c. 43), who is deemed to be off the rate or off the scale:

A) any difference between the salary the employee had before being reclassified and the new salary to which they are entitled will be paid to the employee in the form of lump-sum payments for the first three years following this reclassification;

B) two thirds of the difference between the salary they had before being reclassified and the new salary to which they are entitled for the fourth year will be paid to them in the same way for this fourth year;

C) one third of the difference between the salary they received before being reclassified and the new salary to which they are entitled for the fifth year will be paid to them in the same way for this fifth year.

D) The lump-sum amount is divided and paid at each pay period in proportion to the regular hours remunerated for the pay period.

E) The lump-sum amount is only deemed to be part of salary for the purposes of the following provisions of the collective agreement:

a) those pertaining to the calculation of allowances provided in the parental rights plan;

b) those pertaining to the calculation of disability insurance benefits;

c) those pertaining to the calculation of job-security allowances;

d) those stipulating that an employee who is absent from work receives the salary they would have received had they been at work;

e) those stipulating that a part-time employee receives a percentage of their salary as remuneration in lieu of holidays.

9.13 Increases in salary rates and scales

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

Each of the salary rates and scales[1] in force on March 31, 2020, is increased by 2.00%[2] on April 1, 2020.

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

Each of the salary rates and scales[1] in force on March 31, 2021, is increased by 2.00%[2] on April 1, 2021.

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

a) Each of the salary rates and scales[1] in force on March 31, 2022, is increased by 2.00%[2] on April 1, 2022.

b) However, only the salary rates and scales set out in the structure of Appendix 11[3] are applicable.

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[1] The increase for the rates and scales is calculated based on an hourly rate. Flat rates for rankings are calculated on the basis of career earnings over 33 years.

[2] However, the clauses in the collective agreements pertaining to employees who are off the rate or off the scale apply.

[3] Job title rankings are set out in Appendix 10, subject to any changes agreed upon by the parties. In the event of differences in the wording of a job title, the job title number takes precedence.

9.14 Additional remuneration

A) Payment for service carried out during the period from April 1, 2019, to March 31, 2020

Employees are entitled to additional remuneration of 33¢ an hour for each hour remunerated[1] from April 1, 2019 to March 31, 2020.

This additional remuneration is provided in a single payment thirty (30) days after the collective agreement is signed.

B) Payment for service carried out during the period from April 1, 2020, to March 31, 2021

Employees are entitled to additional remuneration[1] of 33¢ an hour for each hour remunerated from April 1, 2020, to March 31, 2021.

This additional remuneration is provided in a single payment thirty (30) days after the collective agreement is signed.

9.15 Indexation technique

Salary scale rates are indicated as hourly rates. When the general indexation parameters or other enhancements of salary rates and scales are applied, they are calculated on the hourly rate and are rounded off to the nearest cent.

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

Job titles mentioned in clause 9.16 are increased as described in that clause.

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

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

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

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

[1] The following hours are also taken into account: remunerated hours for which employees receive maternity, paternity or adoption benefits, parental leave allowance, disability insurance benefits including those paid by the CNESST, IVAC and the SAAQ, and benefits paid by the Employer in cases of work-related accidents, where applicable.

9.16 Determining salary rates and scales applicable to special cases

When an indexation parameter or other enhancement is applied to salary rates and scales, the method set out under 1b) and 2 below is used to maintain the link with the remuneration structure for all employees in the health and social services system and in school service centres, school boards, and colleges.

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

a) Class 1

The salary scale for Class 1 of job titles 2688 and 2691 is the one stipulated under their respective ranking in Appendix 10.

b) Class 2

Integration officers (2688) and educators (2691)

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

Echelon 1 applicable to Class 2 is determined as follows:

$$\underline{\text{Echelon 1, Class 2} = \text{Echelon 1, Class 1 / (Average interechelon, Class 1)}}$$

The result is rounded off to the nearest cent.

The average inter-echelon is determined as follows:

$$\underline{\text{Average interechelon, Class 1}} = \left(\frac{\text{Maximum echelon, Class 1}}{\text{Minimum echelon, Class 1}}\right)^{\frac{1}{\text{Number of echelons, Class 1}-1}}$$

The length of time an employee stays at an echelon is one (1) year.

2. "Tandem" jobs

The salary rate or scale for each of the job titles identified in Appendix 9 is modified so as to ensure a differential with each echelon of the reference job title.

The salary rate or scale for the "tandem" job is determined as follows:

$$\underline{\text{Rate for echelon}_n\text{, "Tandem" job} = \text{Rate for echelon}_n\text{, Reference job X \% of adjustment}}$$

where n = number of the echelon.

The result is rounded off to the nearest cent.

The adjustment percentage is set out in Appendix 9.

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

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

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

9.17 Increases in supplements and premiums

Each supplement and premium, except for set premiums and premiums expressed as a percentage, is increased as of the same date and according to the same general parameters for pay increases set out in 9.13 A), B), and the first (1st) subclause of C.

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

9.18 Other terms and conditions

With regard to temporary premiums expressed as a percentage that have been established by ministerial order under the *Public Health Act* (CQLR, c. S-2.2),[1] no retroactivity will be paid, for the period between the dates these orders came into force and the date on which the collective agreement is signed, on increases set out in A) to C) of clause 9.13, or on any other enhancement of salary rates and scales agreed on, or determined, starting on April 1, 2020.

Moreover, the increases set out in A to C of clause 9.13 do not apply to any financial compensation, allowance, lump sum or other amount established by ministerial order under the *Public Health Act* (CQLR, c. S-2.2), and consequently do not entail any retroactivity for these amounts.

9.19 Integration into salary scales

A) In accordance with the provisions of clause 18.01, on April 1 of a given year an employee is integrated into the salary scale for their job title at the echelon corresponding horizontally to the one that they were in on the salary scale in force on March 31 of the preceding year.

B) The employee advances to the next echelon in the new salary scale in accordance with the provisions of clauses 18.04 to 18.10.

[1] These terms and conditions also apply, with the necessary adjustments, to employees from the education sector and the public service who were redeployed to the health and social services system.

ARTICLE 10
LEAVE FOR UNION ACTIVITIES

The term "employee" as defined in clause 1.01 includes an employee on leave under this article.

10.01 Within thirty (30) days of the date this collective agreement comes into force, the Union gives the Employer's representative the following:

1) the list of employees representing the Union and provincial union officers charged with representing employees in the bargaining unit;

2) the address to which the Employer's representative sends all notices and documents for the Union under this collective agreement.

The Union informs the Employer of any change in this list within fifteen (15) days of the change occurring.

10.02 For the purpose of applying the following provisions, the term "employee representing the Union" also includes an employee designated by the Union to carry out union activities.

EXTERNAL UNION ACTIVITIES

10.03 Days of union leave for all external union activities, with the exception of those provided for under clauses 10.06 and 10.16, are drawn from the annual bank of union leave established in proportion to the number of employees in the bargaining unit:

	Number of days of leave with pay per year	
Number of employees in the bargaining unit on January 1 each year	**Institution not resulting from a merger imposed by Bill 10[1] [2]**	**CISSS or CIUSSS**
1-50	20	50
51-100	30	80
101-200	35	95
201-300	45	135
301-500	60	180
501-750	70	210

[1] *An Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies,* CQLR c. O-7.2 (Bill 10). Translator's note: the term "amalgamation" is used in Bill 10, rather than "merger."

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

	Number of days of leave with pay per year	
Number of employees in the bargaining unit on January 1 each year	**Institution not resulting from a merger imposed by Bill 10[1] [2]**	**CISSS or CIUSSS**
751-1,000	80	245
1,001-1,250	85	260
1,251-1,500	90	280
1,501-1,750	95	300
1,751-2,000	105	320
2,001-2,250	110	330
2,251-2,500	115	345
2,501-2,750	120	355
2,751-3,000	125	365
3,001-3,250	130	370
3,251-3,500	135	375
3,501-3,750	140	385
3,751-4,000	145	400
4,001 or more	150	420

These days of leave are granted without loss of salary for the employees concerned. The leave is allowed upon written request from the Union to the Employer at least ten (10) calendar days in advance. The request must indicate the name(s) of the employee(s) concerned and the duration and location of the union activity.

10.04 In extraordinary circumstances, however, and for valid reasons submitted to the Employer and for which the burden of proof lies with the Union, the above-mentioned written request may be made less than ten (10) days in advance.

10.05 After exhausting the number of days of leave set on the basis of the number of employees covered, employees representing the Union may take time off work without pay for union duties outside the institution. Despite the preceding, the Employer continues to pay them their salary, providing that the Union reimburses the Employer for salary, fringe benefits and the Employer's share of contributions to employee benefit plans. The total number of days for all employees in the bargaining unit is as follows:

Number of employees	Number of days per year
1 - 50	10
51 - 100	13
101 - 150	15
151 - 250	20
251 - 350	25
351 - 450	30
451 - 500	33
501 or more	40

After exhausting the number of days of leave for union activities without pay given above, the local parties may agree to add supplementary leave without pay for union activities. The conditions of the preceding paragraph apply.

10.06 A specific bank of leave for external union activities with no loss of salary is made available to the Union for all the provincial officers that it designates. This bank is credited with three hundred (300) days per year for all institutions in the health and social services system.

By September 15 of each year at the latest, the Union gives the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) the list of employees on a provincial body who need to be given leave under this clause, along with the institution from which they come. Any changes to this list must be sent to the CPNSSS within fifteen (15) days of when the change occurs.

The Union also sends the CPNSSS a copy of each request for leave for union activities submitted under this clause.

Leave for union activities is granted upon written request by the Union to the Employer at least ten (10) calendar days in advance. The request must state the name(s) of the employee(s) concerned and the nature, duration and location of the union activity.

10.07 There are no changes whatsoever to employees' work schedules for such leave, unless the parties agree otherwise.

For the purposes of exceptional union activities, if the days of leave under clause 10.03 of this article have been used up, an employee representing the Union may exchange their weekly days off with another employee in the same activity centre, in accordance with clause 10.03 of this article. In such a case, overtime rates do not apply.

INTERNAL UNION ACTIVITIES

10.08 The Union's external representative or the employee representing the Union, or both, may meet with the authorities of the institution by appointment.

10.09 For the application of this collective agreement, days of leave for all internal union activities, with the exception of those covered by clauses 10.08, 10.15, 10.16 or 10.17, are taken from the annual bank of leave for union activities established in proportion to the number of employees in the bargaining unit:

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

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

The distance between the two (2) facilities that are furthest from an integrated health and social services centre (CISSS) or an integrated university health and social services centre (CIUSSS) is calculated by road, within the territory covered by the institution.

These days of leave for union activities are granted without loss of salary for the employees concerned. The leave is granted upon written request from the Union to the Employer at least ten (10) calendar days in advance. The request for leave must state the name(s) of the employee(s) concerned and the nature and duration of the union activity.

After the number of days of leave for union activities provided under this clause has been completely used up, employees representing the Union may take time off work without pay for internal union duties. Despite the preceding, the Employer continues to pay them their salary, providing that the Union reimburses their salary, fringe benefits and the Employer's share of contributions to employee benefit plans.

10.10 After the number of days of leave with pay granted for internal union activities has been completely used up, employees representing the Union may use days of union leave with pay under clause 10.03 for the purpose of internal union activities.

10.11 Union leave under clauses 10.09 and 10.10 cannot be taken during weekly days off unless the parties agree otherwise.

10.12 If there are fewer than fifty (50) employees in the bargaining unit, an employee representing the Union for internal union activities may be given leave with no loss of salary upon request to the head of personnel or the latter's representative.

10.13 For the purposes of applying clauses 10.03, 10.05, 10.09 or 10.17, the number of employees in the bargaining unit is the number on January 1 of each year.

10.14 The union office is equipped with: a table or desk, chairs, lockable filing cabinets and phone. Its location and the days on which the Union has exclusive use of it are agreed upon in arrangements at the local level.

10.15 During meetings on grievances or arbitration sessions, the employee concerned and the employee representing the Union, if any, are given leave from work without loss of salary.

Witnesses are also given leave, without loss of salary, for the time their presence is required by the arbitrator.

10.16 An employee who is on a joint committee composed of representatives designated by the government and/or the Employer, on the one hand, and the Union and/or employees, on the other, has the right to take time off work with no loss of salary to attend committee meetings and to do work required by the committee.

10.17 For purposes of attending meetings on local arrangements or local bargaining, the Employer gives leave, without loss of salary, to the employees designated by the Union.

The number of employees given such leave is set as follows:

Number of employees	Number of employees given leave
1 to 250	2
251 to 1,000	3
1,001 or more	4

For purposes of preparing for sessions on local arrangements or local bargaining, these employees are entitled to one (1) day of preparation per day of bargaining.

10.18 An employee may obtain leave without pay to work full-time as a union representative. The Union must request such leave in writing at least thirty (30) days in advance and provide the Employer with details on the nature and likely duration of the absence.

1) Duration

   If the leave does not involve an elected position, the duration of the leave without pay is a maximum of two (2) years. In the case of elective office, the leave without pay is automatically renewable from year to year, providing that the employee continues to hold elective office.

   The parties agree that the position of the employee on leave without pay will not be posted for a maximum period of two (2) years.

2) Return

   Thirty (30) days before the leave expires, the employee must notify the Employer of their return to work. If not, the employee is deemed to have voluntarily quit their job as of the date they went on leave from the institution.

3) Seniority

   During such leave without pay, the employee retains and accumulates seniority.

4) Annual vacation leave

   The Employer pays the employee concerned the vacation pay allowance corresponding to the days of annual vacation leave accumulated up until the date they left to act as union representative.

5) Sick leave

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

If, however, the employee terminates their employment or if, at the end of the leave without pay, they do not return to the Employer, all the sick leave may be cashed in at the rate in force at the time the employee's leave without pay started, in accordance with the quantum and terms and conditions set out in the collective agreement in force at the time the employee's leave without pay started.

6) Pension plan

During leave without pay, an employee's pension plan is not adversely affected in any way if the employee returns to work within the authorized period. In such a case, the employee takes up where they left off with the pension plan at the time the leave began, all subject to the stipulations of the *Act respecting the Government and Public Employees Retirement Plan* (CQLR, c. R-10).

7) Group insurance

An employee is no longer entitled to participate in the group insurance plan during leave without pay. Upon returning to work, the employee can be readmitted to the plan. However, subject to the provisions of clause 30.16, the employee's participation in the basic health insurance plan is mandatory, and the entire cost of all the contributions and premiums required to ensure such participation must be paid by the employee alone.

An employee may continue to participate in the other insurance plans by paying the entire cost of all the contributions and premiums required to do so, subject to the clauses and stipulations of the insurance contract in force.

8) Exclusion

Except for the provisions of this clause, an employee is not entitled to the benefits of the collective agreement in force in the institution during leave without pay, just as if they were not employed by the institution, subject to the employee's right to claim benefits acquired previously.

9) Terms and conditions for the return to work

An employee may return to their position with the Employer providing that the position still exists and providing that the employee notifies the Employer at least thirty (30) days in advance and has not left their work with the Union for another Employer.

In the event that the original position of the employee on leave without pay no longer exists or, or if the employee has been absent for more than two (2) years, the employee may obtain a vacant or newly created position in accordance with the provisions of the collective agreement.

If there is no vacant position, the employee may use the provisions on the bumping and/or layoff procedure set out in this agreement.

An employee who fails to use these provisions is deemed to have voluntarily quit their job.

10.19 In the case of a part-time employee on paid leave for union activities, the time on leave for union activities is what is considered for the purpose of establishing disability insurance benefits or parental rights-related allowances and, if applicable, the job-security allowance.

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

10.21 All the leave for union activities covered by this article, except for leave for internal activities agreed upon at least ten (10) days in advance, is granted providing that in the employee's absence, the Employer can ensure the continuity of activities in the activity centre.

ARTICLE 11
GRIEVANCE PROCEDURE

With a view to settling as quickly as possible all grievances or disagreements concerning employees' working conditions that may arise during the life of this collective agreement, the Union and the Employer agree to abide by the following procedure:

11.01 Employees should discuss any problem related to working conditions with their immediate supervisor.

11.02 Time limit for filing a grievance in writing

Every employee, acting alone or accompanied by one (1) or more union representatives, has sixty (60) calendar days from learning of the fact(s) giving rise to the grievance, but no more than six (6) months from when the said fact(s) occurred, to file a grievance in writing.

In the case of disciplinary measures (notice, suspension, dismissal), the employee has thirty (30) calendar days from learning of the fact(s) giving rise to it, but no more than six (6) months from when the said fact(s) occurred, to file the grievance.

In the case of a complaint for psychological harassment, the time limit is ninety (90) days from the last manifestation of the harassment.

The time limits of thirty (30), sixty (60) or ninety (90) days and six (6) months, as the case may be, are mandatory.

Grievances are signed by the employee concerned or, failing this, by the union representative, who may then file the grievance. In the latter case, the employee is informed of the grievance.

11.03 In the following cases, however, an employee has six (6) months from the occurrence of the fact(s) giving rise to the grievance to submit it to the head of personnel:

1) years of past experience;

2) salary;

3) job titles;

4) premiums, supplements and the additional remuneration provided in Article 17 and Appendix 1;

5) callback and overtime compensation;

6) quantum of disability insurance benefits.

11.04 The date of the last fact giving rise to a grievance is used as the starting point for calculating the six (6)-month time limit.

11.05 Meeting between the parties

The professional relations committee must meet to discuss grievances before they are referred to arbitration, with a view to examining them and trying to find a satisfactory solution.

When such a meeting cannot be held by the committee, the Employer and the Union must then meet before filing for arbitration.

11.06 Employer's response

The Employer has fifteen (15) days from the date the grievance is filed to respond. The response is sent to the Union and to the employee who signed the grievance, if applicable.

Any grievance that has not been settled to the parties' satisfaction when these fifteen (15) days are up is handled in accordance with the provisions of Article 12.

11.07 Collective grievance

If a group of employees collectively or the Union believes that it has been wronged, the Union or the employees concerned may use the grievance and arbitration procedure collectively.

11.08 The notice of grievance must provide a summary of the facts giving rise to the grievance, without prejudice.

11.09 Exceptions

The Union and the Employer may jointly agree in writing to extend or shorten the time limits set out in this article. All written decisions approved by the parties are final and enforceable.

11.10 An employee who leaves the Employer's service without having received all the sums owed to them under this collective agreement may use the grievance and arbitration procedure to claim such sums.

11.11 Provincial scope

The *Comité patronal de négociation du secteur de la Santé et des Services sociaux* (CPNSSS) and the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS) may agree that one or more grievances filed locally are provincial in scope and may consequently proceed with a single arbitration case.

The decision resulting from such an arbitration case is binding on all the institutions concerned as well as the Union and members of the Union's bargaining units.

ARTICLE 12
GRIEVANCE ARBITRATION

12.01 If the grievance procedure does not result in a satisfactory solution, either party may request that the grievance or disagreement over employees' working conditions be heard in arbitration, by sending the other party a written request to this effect.

If the Union fails to send the Employer the above-mentioned request within six (6) months of when the grievance is filed, the grievance is deemed to have been withdrawn.

A. REGULAR PROCEDURE

12.02 On matters other than those listed in clause 12.21, the parties proceed using the regular procedure.

They may also agree to proceed using the summary procedure.

12.03 Designation of the arbitrator

For the duration of this collective agreement, the parties agree that grievances will be heard by an arbitrator chosen by the parties within fifteen (15) days of a request under clause 12.01. Failing agreement within the above-mentioned period of time, the arbitrator is appointed by the Minister Responsible for Labour.

The audition is held before a sole arbitrator unless the parties agree to proceed before an arbitrator accompanied by each party's designated assessor.

12.04 Assessors' presence

If a party fails to designate its assessor or if its assessor or alternate does not attend an arbitration session, the arbitrator has the right to hold the hearing and exercise all powers as arbitrator, as if the assessors were present.

12.05 Conditions for sitting in an assessor's absence

In order for the arbitrator to be able to sit in the absence of one of the assessors, each assessor must receive written notice at least five (5) days in advance, and when an assessor has not been designated or replaced, the party that has not designated its assessor or alternate must receive such notice.

12.06 If the parties have not agreed on a date for proceeding within thirty (30) days of the choice or appointment of the arbitrator, the latter must convoke them peremptorily.

12.07 Arbitrator's jurisdiction

The arbitrator has jurisdiction for grievances or disagreements over employees' working conditions, disciplinary measures and administrative measures. The arbitrator must judge all cases in accordance with this agreement.

12.08 Jurisdiction for disciplinary measures

In disciplinary matters, the arbitrator may uphold, modify or overturn the Employer's decision or replace it, if need be, with a decision that the arbitrator deems fair and reasonable, given all the circumstances of the case.

In the case of an employee who is suspended or dismissed, the arbitrator may:

1) reinstate the employee with all the compensation, rights and privileges provided by the collective agreement;

2) uphold the dismissal or suspension;

3) render any other decision deemed fair under the circumstances, including deciding, if applicable, the amount of compensation or damages to which an employee who has been unfairly treated could be entitled.

Only the grounds set out in the notice sent under clause 5.04 may be cited in arbitration.

12.09 Jurisdiction for administrative measures

In all cases of administrative measures set out in clause 5.08, the arbitrator may reinstate the employee with full compensation or uphold the administrative measure.

12.10 Employee's resignation

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

12.11 Admission

No admission signed by an employee can be used against the employee before an arbitrator unless:

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

2) the admission was signed in the absence of a duly authorized union representative and not disavowed in writing by the employee within seven (7) days of when it was signed.

12.12 Arbitrator's limited jurisdiction

An arbitrator does not have the authority under any circumstances to modify, amend or alter the wording of this agreement.

12.13 Burden of proof

In all grievances on disciplinary measures, the burden of proof lies with the Employer.

In grievances on the criteria for filling a position, the burden of proof lies with the Employer.

12.14 Communication of the decision

The decision is communicated to the parties by sending them a signed copy.

12.15 Determination of the quantum for an amount of money to be paid

If, following an arbitration award involving payment of an amount of money that is not defined in the award, the amount is contested, the quantum is set by the arbitrator who heard the grievance or, if that arbitrator has died, resigned or is unable or unwilling to act, by another arbitrator chosen in accordance with the collective agreement.

The decision is enforceable and binding on the parties.

12.16 An arbitrator may never, however, award amounts that are retroactive to more than six (6) months before the date on which the grievance was filed.

12.17 Public and *in camera* hearings

Arbitration hearings are public. Arbitrators may, however, on their own initiative or at the request of either party, order that it be held *in camera*.

12.18 Arbitrator's and assessors' powers

The arbitrator and, where applicable, assessors have the powers and authority conferred on them by the *Labour Code* (CQLR, c. C-27).

12.19 Time limit for rendering a decision

An arbitrator has ninety (90) days from the end of the hearing to render a decision, unless the parties consent in writing before the end of this period to grant an extension of a specified number of days.

12.20 Reasons for the decision

The arbitration award must give reasons and be signed by the arbitrator.

The arbitration award is final and binding on the parties.

B. SUMMARY PROCEDURE

12.21 The parties proceed using the summary procedure for the following matters:

- choice of annual vacation leave;
- granting of leave without pay;
- granting of leave with deferred pay.

The parties may, however, agree to proceed using the regular procedure.

12.22 The hearing is held before an arbitrator chosen by the parties at the local level.

12.23 Hearings on grievances under this procedure should be limited to one (1) day per grievance.

12.24 The arbitrator must hear the dispute on the merits before rendering a decision on any preliminary objection unless the arbitrator can rule on the objection immediately; at the request of either party, the arbitrator must subsequently give the reasons for the decision in writing.

12.25 No document may be submitted by either party more than five (5) days after the hearing.

12.26 The arbitrator has fifteen (15) days from the date on which they agreed to hear the case to hold the hearing, and fifteen (15) days from the end of the hearing to render a decision in writing.

12.27 The arbitrator's decision constitutes a specific case.

12.28 An arbitrator chosen under the summary procedure has all the powers and authority of an arbitrator appointed under the regular procedure.

C. ARBITRATION COSTS

12.29 Each party pays its assessor's professional fees and expenses, as the case may be.

12.30 The grievance arbitrator's professional fees and expenses are paid by the party filing the grievance if the grievance is dismissed, or by the party to whom the grievance was submitted if the grievance is upheld. If a grievance is partially upheld, the arbitrator decides the proportion of fees and expenses to be paid by each party.

However, in the case of arbitration under the procedure for settling a dispute pertaining to a disability under clause 30.29 of the collective agreement, and in the case of arbitration on a dismissal, the arbitrator's professional fees and expenses, with the exception of those covered by clause 12.31, are not charged to the union party or employee.

12.31 In all cases, the arbitrator's professional fees and expenses for a hearing that is postponed or a grievance that is withdrawn are borne by the party that requests the postponement or withdraws the grievance.

12.32 Notwithstanding any other provisions of the collective agreement, in the event of a disagreement other than a grievance that is submitted to a third party, the latter's professional fees and expenses are borne equally by the Employer and the Union.

Transitional provisions

12.33 The provisions on arbitration expenses set out in the 2000-2002 collective agreement or, where applicable, in the 2000-2003 collective agreement, continue to apply for a grievance on one of the twenty-six (26) matters negotiated and agreed upon at the local and regional level as set out in Schedule A-1 of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (CQLR, c. R-8.2) if the grievance is filed before the date on which the initial local provisions on the matter come into force.

The provisions on arbitration expenses set out in the 2000-2002 collective agreement or, where applicable, in the 2000-2003 collective agreement, also continue to apply to a grievance on any of the matters negotiated and agreed to at the provincial level, if it is filed before May 14, 2006.

D. MEDIATION PROCEDURE

12.34 A party may signify its intention of using the mediation procedure to settle one or more grievances. The other party has fifteen (15) days to indicate that it agrees or disagrees. If the parties agree, they then proceed as follows:

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

- The local parties may agree on any operating terms and conditions for the mediation procedure;

- If the parties do not succeed in resolving the dispute through a mediation procedure, they may then agree to use the summary or regular arbitration procedure;

- The local parties may also agree on any other form of mediation-arbitration.

12.35 In all cases, the professional fees and expenses incurred when a mediator is appointed and in the course of the latter's duties are borne equally by the Employer and the Union.

ARTICLE 13
SENIORITY AND LISTS

13.01 Definition

For the purposes of this agreement, seniority is defined as the duration of employees' service since their most recent date of commencing employment, expressed in calendar years and days.

13.02 Acquiring seniority

Employees acquire the right to exercise their seniority once they complete their probation period. Once the probation period is completed, the most recent date of commencing employment is used as the starting point for calculating seniority.

13.03 Part-time employees and employees who do not hold positions

The seniority of a part-time employee or an employee who does not hold a position is calculated in calendar days. To this end, employees are entitled to 1.4 days of seniority for a regular day of work as stipulated for the job title, a day of annual vacation leave taken, or a statutory holiday. For the purpose of calculating statutory holidays, 1.4 days of seniority are added to the employee's seniority at the end of each of the thirteen (13) accounting periods per year.

When part-time employees or employees who do not hold positions work a different number of hours than the number stipulated for a regular day of work in the employee's job title, their seniority is calculated on the basis of the number of hours worked prorated to the number of hours in the regular day of work, all multiplied by 1.4.

Overtime hours are excluded from the calculation of seniority.

13.04 Part-time employees and employees who do not hold positions cannot accumulate more than one (1) year of seniority per fiscal year (from April 1 to March 31).

Each time that a full-time employee's seniority needs to be compared with the seniority of a part-time employee or an employee who does not hold a position, the latter cannot have more seniority credited than the full-time employee's seniority for the period from April 1 to the date on which the seniority is compared.

13.05 Change of status

When part-time employees or employees who do not hold positions obtain full-time positions, they keep the seniority accrued in their former status as if they had acquired it in the new position.

When full-time employees or employees who do not hold positions become part-time employees, they carry their seniority with them. They are then governed by the provisions on part-time employees.

In both the above-mentioned cases, the employee does not have to resign.

Employees who resign from their position to go onto the availability list retain and carry with them their accrued seniority at the time of their resignation.

13.06 Accumulating and retaining seniority

An employee retains and accumulates seniority in the following cases:

1) authorized absence, leave for studies and annual vacation leave, unless provided otherwise in this agreement;

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

3) layoff for not more than twelve (12) months in the case of an employee who is not entitled to the provisions of clause 15.03;

4) absence due to a work-related accident or occupational disease recognized as such under the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001);

5) the first twenty-four (24) months of an absence due to an accident or illness other than an above-mentioned work-related accident or occupational disease;

6) maternity, paternity or adoption leave provided in this agreement;

7) leave without pay to act as a full-time union representative.

It is understood that part-time employees and employees who do not hold positions are entitled to the above-mentioned provisions prorated to their weekly average number of days of seniority accumulated in their last twelve (12) months of employment or since their most recent date of hiring, whichever is closest to the start of the absence. These days of seniority are accumulated as they are earned.

13.07 Retaining seniority

Employees retain their seniority during the twenty-fifth (25^{th}) to the thirty-sixth (36^{th}) months of an absence due to an accident or illness other than an above-mentioned work-related accident or occupational disease.

13.08 Loss of seniority and employment

Employees lose their seniority and employment in the following cases:

1) after more than twelve (12) months on layoff, except for employees entitled to the provisions of clause 15.03;

2) after the thirty-sixth (36th) month of absence due to an accident or illness other than a work-related accident or occupational disease as mentioned in clause 13.07;

3) the laid-off employee's refusal or failure to accept or resume work within seven (7) days of receiving written notice of recall from the Employer. Employees are recalled by registered letter sent to the employee's last known address. The employee can accept by sending the institution written notice or by reporting to the institution's personnel office. The employee must report for work within seven (7) days of replying to the Employer.

13.09 Loss of seniority

Employees lose their seniority after being absent for more than three (3) consecutive days of work without a valid reason.

13.10 Lists

Within sixty (60) days of the date on which this agreement comes into force and then subsequently each year within fourteen (14) days of the end of the pay period that includes March 31, the Employer sends a list of all employees in the bargaining unit to the Union's secretary at the latter's last known address, and to the employee representing the Union. This list includes the following information for each employee:

1) name;
2) social insurance number;
3) telephone number;
4) address;
5) date of hiring;
6) activity centre(s);
7) job title;
8) salary;
9) employee number;
10) status under clauses 1.02, 1.03 or 1.04;
11) e-mail address, when available.

This list is not to be posted.

13.11 Within sixty (60) days of the date on which this agreement comes into force and then subsequently each year within fourteen (14) days of the end of the pay period that includes March 31, the Employer sends a list of the names and seniority accumulated on March 31 of all employees in the bargaining unit, to the Union's secretary at the latter's last known address, and to the employee representing the Union. The Employer also indicates the seniority credited to the employee on the previous list.

13.12 The day the list is sent to the last known address of the Union's secretary, the Employer posts the same list in the usual places for a period of sixty (60) days, with a notice indicating the date on which the posting period ends.

13.13 During the posting period, any employees concerned may contest their seniority accumulated since the previous posting, by filing a grievance. The seniority list becomes official at the end of the posting period, subject to any challenges.

Whenever an employee's seniority is modified, the employee and the Union are notified of the modification in writing within five (5) days.

If absent for the entire posting period, employees are sent written notice of seniority by the Employer. They have sixty (60) days from receiving such notice to contest their seniority.

13.14 Within fifteen (15) days of the end of each accounting period, the Employer gives the Union a list of part-time employees and employees who do not hold positions, with the following information for each employee:

- first and last names;
- employee number;
- number of hours worked by each employee, excluding overtime hours;
- number of days of annual vacation leave used;
- seniority.

13.15 Within fifteen (15) days of the end of each accounting period, the Employer sends to the last known address of the Union's secretary two (2) copies of the list of new employees with their date of hiring, social insurance number, telephone number, address, employee number, e-mail address when available, activity centre, job title and status under clauses 1.02, 1.03 or 1.04, as well as a list of employees who have left and the date on which they left.

13.16 The related costs of setting up and operationalizing the additional information stipulated in this article that is transmitted to the Union are assumed by the latter.

13.17 The Union must ensure the security of personal information received under this article.

13.18 Employees inform both the Employer and the Union immediately of any change of address.

13.19 The Employer has thirty (30) days from the date the agreement comes into force to inform the Union's secretary in writing, at the latter's last known address, of the name of the Employer's representative or replacement representative, if applicable, with whom the Union is to deal. The Employer must also notify the Union if the Employer representative changes.

13.20 An employee affected by the bumping procedure may, upon request, consult the seniority list at the personnel office.

13.21 Members of management may exercise their seniority rights for any position in the bargaining unit, in accordance with the rules set out in this collective agreement. In such a case, however, only seniority acquired within the bargaining unit may be used when comparing seniority with an employee who is already a member of the bargaining unit.

13.22 For members of management who become employees in accordance with this collective agreement, the date they commence these duties is used as the starting point for the purposes of calculating their seniority.

ARTICLE 14
LAYOFF PROCEDURE

I – SPECIAL MEASURES

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

A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security choose positions by seniority, in their institution or another institution. Should they fail to make this choice, they are registered on the availability list of the institution that changes missions.

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

1. in the same job title;

2. if positions in the same job title are not available, employees choose positions in the same sector of work, providing they meet the normal requirements of the job.

Employees with job security cannot, however, be prevented from choosing a position in their job title as a result of the application of B)-2.

Should they fail to make a choice, they are registered on the availability list of the institution that changes missions.

C) If there are still positions to be filled, employees holding positions who do not have job security choose positions by seniority, in their institution or another institution. The choice is made among positions with the same status and job title. Failing that, employees choose in another job title in the same sector of work, providing they meet the normal requirements of the job. Should they fail to make a choice, they are registered on the availability list of the institution that changes missions.

D) Until a new organizational plan comes into force, when the Employer abolishes a position in an activity centre, it is the employee in that job title and status with the least seniority in the activity centre who is affected. If this employee has chosen a position in another institution, the person is transferred to the chosen position in that institution as soon as they can begin work there. Meanwhile, employees with job security are registered on the replacement team of their institution and employees without job security are registered on the availability list of their institution.

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

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

A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security choose positions by seniority. Should they fail to make this choice, they are registered on the availability list.

B) If there are fewer jobs to be filled in the same job title and status than the number of employees with job security in that job title and status, the latter choose by seniority whether to stay at the institution or to leave.

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

Until the new organizational plan comes into force, when the Employer abolishes a position or closes an activity centre and the employee affected has job security and has chosen to leave the institution, the employee is laid off. If the employee affected has chosen to stay at the institution, they take the position of the employee in the same job title and status with the most seniority in the institution who has chosen to leave. Should there be an insufficient number of employees who have chosen to leave, the employee affected takes the position of the employee in the same job title and status with the least seniority in the institution. If the employee affected by a job abolition or closure of an activity centre does not have job security, that employee takes the position of the employee in the same sector of work and same status with the least seniority in the institution, providing that they meet the normal requirements of the job. The employee thus affected or an employee who is unable to obtain a position is laid off.

When the organizational plan comes into force, employees with job security who remain at the institution will have to choose by seniority a position with the same status in the positions to be filled, in the order set out in 14.01-1-B).

Should they fail to make a choice, they are registered on the availability list.

C) If there are still positions to be filled, employees holding positions who do not have job security choose positions by seniority. The choice is made among positions with the same status and job title. Failing that, employees choose in another job title in the same sector of work, providing they meet the normal requirements of the job. Should they fail to make a choice, they are registered on the availability list.

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

14.02 1- Total closure of an institution with creation or integration of the institution or part thereof in one or more other institutions

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

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

Until the date on which the institution closes for good, when the Employer abolishes a position in an activity centre, it is the employee in the job title and status with the least seniority in the activity centre who is laid off. If this employee has chosen a position in another institution and that position is vacant, the employee is transferred to it. If this employee does not have job security, they take the position of the employee in the same sector of work and status with the least seniority in the institution, providing that they meet the normal requirements of the job. The employee thus affected or an employee who is unable to obtain a position is laid off.

C) If there are still positions to be filled, employees holding positions who do not have job security choose positions by seniority in another institution. The choice is made among positions with the same status and job title. Failing that, employees choose in another job title in the same sector of work, providing they meet the normal requirements of the job. Should they fail to make a choice, they are deemed to have resigned.

Employees who are unable to obtain a position are laid off and registered, if applicable, with the provincial workforce service (SNMO).

2- Total closure of an institution without creation of a new institution or integration in another institution

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

When the institution closes for good, employees still employed by the institution are laid off and registered, if applicable, with the provincial workforce service (SNMO).

14.03 Total or partial closure of one or more activity centres with creation or integration of the activity centre(s) or part(s) thereof in one or more institutions that take on the mission formerly carried out by the activity centre(s) for the same population

When the Employer closes part of an activity centre, the employees with the least seniority in the job title and status concerned are the ones affected.

Employees whose position is abolished choose positions by seniority in the same job title and status in another institution, depending on the jobs available.

If, however, there are fewer positions to be filled in the same job title and status than the number of employees with job security whose positions are abolished, the latter choose by seniority between using the bumping and/or layoff procedure and filling a position that is available in another institution. If jobs remain available, they are then filled by the employees with job security who have the least seniority.

Employees who refuse such a transfer are registered on the availability list of their institution.

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

14.04 Merger of institutions

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

A) If the organizational plan resulting from the merger of institutions provides for the partial closure of an activity centre with creation or integration in one or more other activity centres, the provisions of clause 14.05 apply.

B) If the organizational plan resulting from the merger of institutions provides for the activity centre to be closed without creation or integration in one or more other activity centres, the provisions of the bumping and/or layoff procedure apply.

C) If the organizational plan resulting from the merger of institutions provides for activity centres to be closed with creation or integration in one or more other activity centres or merger of activity centres, the provisions of clause 14.07 apply.

14.05 Total or partial closure of one or more activity centres with creation or integration in one or more other activity centres

When the Employer closes part of an activity centre, the employees with the least seniority in the job title and status concerned are the ones affected.

Employees whose position is abolished choose positions by seniority in the same job title and status in another activity centre, depending on the jobs available.

If, however, there are fewer positions to be filled in the same job title and status than the number of employees with job security whose positions are abolished, the latter choose by seniority between using the bumping and/or layoff procedure and filling a position that is available in another activity centre. If jobs remain available, they are then filled by the employees with job security who have the least seniority.

Employees who refuse such a transfer are registered on the availability list of their institution.

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

14.06 Closure of one or more activity centres without creation or integration in one or more other activity centres

If one or more activity centres are closed, the bumping and/or layoff procedure applies.

14.07 Merger of activity centres

Employees are transferred to the new activity centre in the same job title and status, depending on the jobs available.

If there are fewer jobs to be filled than the number of employees affected, the jobs are filled by seniority by employees in the same job title and status. If employees refuse, they are registered on the availability list.

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

14.08 In the framework of the special measures set out in clauses 14.01 to 14.07, the parties meet at the request of either party to agree, if applicable, on alternatives likely to reduce the impact on employees. They may also agree in local arrangements on other terms and conditions for applying clauses 14.05 to 14.07.

14.09 If they have job security, employees who cannot be transferred to another institution under clause 14.01 or 14.03, or to another activity centre under clause 14.05, or to a merged activity centre under clause 14.07, and employees who are affected by clause 14.06 are deemed to have applied for any position that becomes vacant or is created during the period of advance notice set out in clause 14.10, providing that the number of hours of work in such a position is equal to or greater than the number of hours of work in their position.

If there are two (2) or more employees concerned to whom the position can be granted in the first paragraph, the position is offered by seniority and the employee with the least seniority is obliged to accept it if no one with more seniority accepts it.

If after being appointed the employee cannot take up the new position immediately, the position is deemed to be a position temporarily without an incumbent until the employee can begin work in it, which must not be any later than the end of the period of advance notice set out in clause 14.10.

If an employee concerned by the first paragraph refuses a position granted to them under the procedure outlined above, they are registered on the availability list of the institution.

14.10 In the cases set out in clauses 14.01 to 14.04, the Employer must give the provincial workforce service (SNMO), the provincial joint committee on job security, the Union and the employee at least two (2) months' notice in writing.

In the cases set out in clauses 14.05 to 14.07, the Employer must give the Union and the employee at least one (1) month's notice in writing.

Except for the employee, the notice includes the names, addresses and job titles of the employees concerned. The notice to the provincial workforce service (SNMO) also includes the phone numbers of the employees concerned.

The notice to the Union also includes the following information:

- the planned schedule;
- the nature of the reorganization;
- any other relevant information about the reorganization.

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

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

However, an employee who is transferred outside a radius of fifty (50) kilometres from their home base or residence is entitled to the mobility premium provided in Article 15 and the moving expenses provided in Article 16, if applicable.

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

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

14.13 An institution that takes over and/or creates one or more new activity centres cannot hire outside applicants if that would have the effect of depriving employees in one or more activity centres that are closing, of jobs in the new institution or activity centre.

Employees transferred under the provisions of clause 14.01, 14.02 or 14.03 take their seniority with them to the new Employer.

14.14 For the purpose of applying the measures set out herein, personnel movements are done by job status.

In the case of part-time employees, these provisions apply in regard to positions with a number of hours equal to or greater than the number of hours in the positions they now hold.

14.15 An employee with job security who, as a result of the application of measures under 14.01-1, 14.01-2 or 14.02-1, chooses a position in another job title, may obtain it if they meet the normal requirements of the job.

14.16 At the end of the period of advance notice, employees who are laid off must avail themselves of the bumping and/or layoff procedure if the measure provides for it, before benefiting from the provisions of Article 15, if applicable.

14.17 Abolition of one or more positions

If one or more positions that are not vacant are abolished, the Employer gives the Union at least four (4) weeks' notice in writing, indicating the position or positions to be abolished. The notice may also include any other information relevant to the abolition. At the request of either party, the parties may meet to agree, if applicable, on alternatives likely to reduce the impact on employees.

The bumping and/or layoff procedure applies.

II – BUMPING AND/OR LAYOFF PROCEDURE

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

- must take into account employees' seniority, providing that they meet the normal requirements of the job;
- must take into account employees' job status;
- must not result in the layoff of an employee with job security as long as there is an employee without job security who can be laid off.

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

14.19 Full-time or part-time employees who bump a part-time employee have their salary prorated to their hours of work.

14.20 In all cases, an employee who, taking into account clause 14.18, has to bump outside a radius of fifty (50) kilometres from their home base or residence is entitled to the mobility premium provided in Article 15 and reimbursement of moving expenses, if applicable.

To be entitled to this reimbursement, the move must take place within a maximum of six (6) months of when the employee begins work in the new position.

14.21 Unless provided otherwise in this article, under no circumstances is an employee to suffer a reduction in salary.

14.22 If, following the application of the bumping and/or layoff procedure, employees entitled to the provisions of clause 15.02 or 15.03 are in fact laid off, they are reassigned to another job in accordance with the procedure set out in Article 15.

Definition of radius

14.23 For the purposes of applying this article, the radius of fifty (50) or seventy (70) kilometres, as the case may be, is calculated by road (the usual itinerary), with the home base where the employee works or the employee's residence at the centre.

ARTICLE 15
JOB SECURITY

General provisions

For the purposes of applying this article, the employees concerned are full-time or part-time employees.

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

15.01 Replacement team

1- The replacement team is composed of employees who have been laid off and who have job security within the meaning of clause 15.03.

2- Employees on the replacement team have priority over employees on the availability list to fill positions temporarily without an incumbent, to handle temporary extra workloads, to perform work of limited duration or for any other reason on which the parties agree.

3- Employees are assigned in reverse order of seniority, and to similar positions. However, any assignment to a full-time position must be offered first to a full-time employee, regardless of part-time employees' seniority.

4- These employees cannot refuse assignments proposed by the Employer.

5- Employees on the replacement team are entitled to the provisions of this collective agreement.

6- In the first twelve (12) months following the date they were laid off, employees on the replacement team may be assigned by the Employer outside a radius of fifty (50) kilometres from their home base or residence, providing it is not more than seventy (70) kilometres from their home base or residence.

After that initial twelve (12)-month period following the date they were laid off, employees from the replacement team may be assigned by the Employer outside a radius of seventy (70) kilometres from their home base or residence.

The following conditions apply for these assignments:

a) the Employer provides the employee with the travel and living expenses stipulated in Article 33 (Travel allowance);

b) the employer can only assign the employee for replacement assignments of at least five (5) days of work;

c) the employer can only assign the employee for a short-term replacement assignment (one (1) month maximum), limiting the number of assignments to a maximum of four (4) non-consecutive assignments per year;

d) the employee cannot be kept on such an assignment and must be reassigned to a replacement assignment within the fifty (50)-kilometre or seventy (70)-kilometre radius, as the case may be, as soon as such a replacement assignment becomes available, notwithstanding the seniority rules set out in this clause;

e) the replacement assignment outside the fifty (50)-kilometre or seventy (70)-kilometre radius, as the case may be, can only be used on an exceptional basis.

15.02 Job priority

An employee with between one (1) and two (2) years of seniority who is laid off is entitled to job priority in the health and social services sector. Such an employee is reassigned in accordance with the procedures set out in this article. The employee does not receive any benefits during the waiting period. The employee is not entitled to the mobility premium or moving or living expenses, or to the severance pay provided for in this article.

The employee must receive written notice of layoff at least two (2) weeks in advance. A copy of the notice is sent to the Union. During the waiting period, the employee does not accumulate or receive any allowances.

At the same time, the Employer sends the name, address, phone number and job title of the employee concerned to the provincial workforce service (SNMO).

15.03 Job security

Employees with two (2) years or more of seniority who are laid off are entitled to the job security system until they are reassigned to another position following the procedures set out in this article.

The job security system includes the following benefits only:

1) reassignment in the health and social services sector;

2) a job-security allowance;

3) continuation of the following benefits:

   a) standard life insurance plan;

   b) basic health insurance plan;

c) disability insurance plan;

d) pension plan;

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

f) annual vacation leave plan;

g) transfer to the new Employer of the employee's bank of sick leave and days of annual vacation leave earned at the time of their departure, minus days used during the waiting period;

h) parental rights.

Union dues continue to be deducted.

The job-security allowance must be equivalent to the salary stipulated for the employee's job title, including, as the case may be, the supplements and additional remuneration under Article 17 and Appendix 1 at the time the employee was laid off.

Evening- and night-shift premiums, enhanced evening- and night-shift premiums, shift rotation and split-shift premiums, premiums for inconveniences that were not suffered, and responsibility premiums are excluded from the basis for calculating the job-security allowance.

The allowance is adjusted on the date of the statutory increase and the date on which the employee changes echelons, if applicable.

Under the terms of this article, part-time employees benefiting from this clause receive an allowance until they are reassigned, equivalent to the weekly average salary for the hours worked during their last twelve (12) months of service.

Employees covered by this clause are put on the replacement team of the institution where they are employees, in accordance with clause 15.01 of the collective agreement.

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

1) an employee who is laid off;

2) an employee on authorized leave without pay after the thirtieth (30th) day from the start of the absence;

3) an employee on sick leave or accident leave after the ninetieth (90th) day from the start of the leave, except for work-related accidents and occupational diseases recognized as such by the C*ommission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST);

4) an employee on leave under Article 25, except for the leave provided in clauses 25.05, 25.15, 25.19, 25.19A, 25.21A and 25.22A.

15.05 Reassignment procedure

An employee is reassigned, taking into account seniority applicable in the reassignment area, to a position for which they meet the normal requirements of the job. Requirements must be relevant and related to the nature of the duties.

In the first twelve (12) months following the date on which an employee was laid off, the applicable reassignment area is a fifty (50)-kilometre radius. After that period, the applicable reassignment area is a seventy (70)-kilometre radius.

The reassignment area is a geographic area delimited by a fifty (50)-kilometre or seventy (70)-kilometre radius, as the case may be, by road (the usual itinerary), with the home base where the employee works or the employee's residence as the centre.

Reassignment is done in accordance with the following procedure:

Reassignment in a similar position

An employee covered by clause 15.03 is deemed to have applied for any similar position with the same job status that becomes vacant or is newly created in the institution in which they are an employee, in the reassignment area applicable for the period of time that has elapsed since the date the employee was laid off. A part-time employee is deemed to have applied for any similar position with a number of hours equal to or greater than the number of hours in the position that they held.

If the employee is the only applicant who meets the criteria established for awarding the position or is one of the applicants who best meets the criteria established, the position is awarded to that employee. If the employee refuses, they are deemed to be on the availability list.

If another applicant has more seniority, the Employer fills the position in accordance with the provisions on voluntary transfers, providing that the other applicant frees up a similar position accessible to the employee covered by clause 15.03 who has the most seniority.

For the purpose of applying this article, the words "similar position" mean that an employee in a given profession must first be reassigned to a position with the same job title, or if this proves to be impossible, to a position in the same profession.

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

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

1. The employee may refuse the position as long as there is another less senior employee covered by clause 15.03 who meets the normal requirements of the job and for whom the position is a comparable position in the reassignment area applicable for the period that has elapsed since the date the employee was laid off. In this case, the position is filled by the other employee.

2. If there is more than one position that can be awarded to the employee, the latter is reassigned to the position in the location that is most advantageous for them.

3. Reassignment to such a position can be suspended if foreseeable replacement needs assure the employee continuous work and if a vacant comparable position in the institution that is located in the reassignment area applicable for the period that has elapsed since they were laid off may become available within a given period of time.

Until they are reassigned, employees may be assigned to a similar vacant or newly created part-time position for which they meet the normal requirements of the job, with fewer hours of work than the number of hours in the position that they held. During this period, the position is not subject to the provisions on voluntary transfers.

Employees thus assigned continue to be covered by the provisions of this article. They are put on the replacement team to complete their work week or, in the case of a part-time employee, for up to the weekly average number of hours worked in the last twelve (12) months of service.

Reassignment in a comparable available position

Employees covered by clause 15.03 are required to accept any available comparable position that they are offered in the reassignment area applicable for the period of time that has elapsed since the date of their layoff.

In a specific case, however, this rule can be overruled by the SNMO, subject to approval by the joint provincial job security committee (CPNSE), or by the CPNSE, or failing unanimity there, by an arbitrator's decision under clause 15.18.

Employees covered by clause 15.03 may nonetheless refuse the position offered, as long as there is another employee covered by the same clause who has less seniority in the reassignment area corresponding to the period of time since their layoff, who meets the normal requirements of the job and for whom it is a comparable position.

The offer must be made in writing to the least senior employee, giving that employee five (5) days to make a choice.

The SNMO may, however, oblige an employee affected by the total closure of an institution because of fire or some other reason to move if there is no other institution in the reassignment area corresponding to the period of time stipulated in this clause.

The SNMO may also oblige an employee to move if there is no comparable position in the reassignment area corresponding to the period of time stipulated in this clause.

In such cases, the move is to a location as close as possible to the employee's former home base, and the employee is entitled to the mobility premium provided for in this clause as well as moving expenses, if applicable.

Part-time employees are reassigned to a comparable available position providing that the weekly number of hours of work for the position is equal to or greater than the weekly number of hours that they worked in their last twelve (12) months of service.

Full-time employees who are reassigned on an exceptional basis to part-time positions do not for this reason incur any loss of salary compared to the salary for the job title that they had prior to being laid off.

The Employer may suspend the reassignment to another institution of an employee on the replacement team who so requests if foreseeable replacement requirements ensure the employee continuous work and if a vacant and comparable position for which the employee meets the normal requirements of the job may become available in the institution within a given period of time.

An employee who is offered a job in accordance with the terms and conditions of application described above may refuse it. The employee's refusal will, however, mean that the employee is deemed to have resigned voluntarily, subject to the choices that they can make under the preceding paragraphs.

Available position

For the purposes of applying this article, a full-time position is considered to be available when no applicant has applied or when none of the employees who applied meets the normal requirements of the job, or when under the provisions on voluntary transfers, the position is to be awarded to an applicant holding a part-time position or an applicant on the availability list who has less seniority than an employee covered by clause 15.03 and registered with the SNMO.

For the purposes of applying this article, a part-time position is considered to be available when no applicant has applied or none of the employees who applied meets the normal requirements of the job, or when under the provisions on voluntary transfers, the position is to be awarded to an applicant on the availability list who has less seniority than an employee covered by clause 15.03 and registered with the SNMO.

No institution may use an employee on the availability list or hire an outside applicant for an available part-time position as long as there are employees covered by clause 15.03 registered with the SNMO who can meet the normal requirements of the job for the position.

No institution may use an employee holding a part-time position or an employee on the availability list or hire an outside applicant for an available full-time position as long as there are employees covered by clause 15.03 registered with the SNMO who can meet the normal requirements of the job for the position.

Comparable position

For the purposes of applying this collective agreement, a position is deemed to be comparable if it is included in the same sector of work as the one that the employee left. The sectors are:

a) nurses;

b) graduate technicians;

c) para-technical;

d) auxiliary services;

e) office work;

f) trades;

g) employees assigned to social work (social aides, social work technicians or contributions technicians);

h) personnel assigned to education and/or rehabilitation (educators, specialized education technicians;

i) nursing assistants;

j) professionals.

Miscellaneous provisions

15.06 An employee must meet the normal requirements of the job for any position to which they are reassigned. It is up to the new Employer to show that a candidate reassigned by the SNMO cannot meet the normal requirements of the job.

15.07 An employee covered by clause 15.03 may request to be reassigned to a non-comparable position in their institution, if they meet the normal requirements of the job.

15.08 An employee who under this article must move receives written notice and must accept or refuse the reassignment within five (5) days of receiving the notice. A copy of the notice is sent to the Union.

15.09 Employees covered by clause 15.03 may accept a job outside the reassignment area applicable to the time that has elapsed since the date they were laid off. Employees who accept a job outside a radius of seventy (70) kilometres from their home base or residence are entitled to a mobility premium that is equal to three (3) months' salary, plus moving expenses, if applicable.

15.10 Part-time employees covered by clause 15.03 are entitled to the mobility premium prorated to the number of hours worked in their last twelve (12) months of service.

15.11 Subject to clause 15.09, all employees reassigned within the meaning of this article outside a fifty (50)-kilometre radius from their home base or residence are entitled to the mobility premium and, if they must move, to the moving expenses provided under Treasury Board regulations appearing in Article 16 and/or the allowances provided under the federal labour-force mobility program, if applicable.

15.12 Employees covered by clause 15.03 who are laid off cease to receive their allowance as soon as they are reassigned within the health and social services sector, or as soon as they take a job outside the sector.

15.13 Employees who are reassigned carry with them to the new Employer all their rights under this agreement, except for vested privileges under Article 39, which are not transferable.

15.14 If there is no collective agreement with the new employer, each reassigned employee is governed by the provisions of this agreement, providing that these provisions are applicable individually as if it were an individual work contract, until a collective agreement is reached in the institution, unless there are regulations governing it.

Any person reassigned by the SNMO to a place in the health and social services sector where there is a collective agreement is credited, for seniority, with the equivalent of the seniority that person would have acquired had they been covered by the provisions of this agreement.

15.15 Employees covered by clause 15.03 who, between the time they are laid off and the time they receive notice of reassignment, relocate at their own initiative outside the health and social services sector or decide for personal reasons to leave the sector for good and inform the Employer in writing that they are resigning are entitled to an amount equal to six (6) months of pay as severance pay.

Part-time employees are entitled to severance pay prorated to the number of hours worked in their last twelve (12) months of service.

15.16 Provincial workforce service (SNMO)

1. A provincial workforce service (SNMO) is set up, under the direction of the CPNSSS.

   This service co-ordinates the reassignment of employees who are laid off and is responsible for the implementation of retraining programs for them, in accordance with the rules set out in this article.

2. At the end of each accounting period, the SNMO sends representatives of the joint provincial job security committee (CPNSE) all the relevant information for carrying out its mandates, and in particular:

   - the list of available positions;

   - the list of employees covered by clause 15.03, including the information on their registration form, distinguishing between:

     - employees registered during the accounting period;

     - employees struck off the list during the accounting period, the reasons for striking them off and, where applicable, the name of the institution to which they have been reassigned;

     - employees who have not yet been reassigned.

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

15.17 Retraining

For employees covered by clause 15.03 who are not reassigned, the SNMO fosters access to retraining, on the following conditions:

a) that the employees meet the requirements of the organizations delivering the courses;

b) that available positions can be offered in the short term to employees who take the retraining.

Retraining of employees on job security and registered with the SNMO can take the form of any academic or other learning process that enables the employees involved to acquire the skills and/or knowledge required to work in their job title or another job title.

An employee who has valid reasons may refuse to take a retraining course offered; if the employee does not have valid reasons, they are deemed to belong to the institution’s availability list.

15.18 Recourse

Employees covered by clause 15.03 who believe that they have been wronged by an SNMO decision may ask for their case to be reviewed by the CPNSE by sending written notice to this effect within ten (10) days of the SNMO sending information about a reassignment, under 15.16-3 – Provincial workforce service (SNMO), or within ten (10) days of information being sent about the SNMO's assessment of an employee's refusal to accept the retraining offered.

The CPNSE has ten (10) days from receiving the notice, or any other period of time agreed upon by the committee, to decide on the dispute.

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

When members of the CPNSE do not succeed in resolving the dispute, they agree on the choice of an arbitrator. Failing agreement on the choice, the arbitrator is automatically appointed by the *Ministère du travail, de l'Emploi et de la solidarité sociale*. The arbitrator's professional fees and expenses are borne equally by the parties.

The arbitrator must send written notice to the parties sitting on the CPNSE, to the SNMO and to the employees, unions and institutions concerned, notifying them of the intended place, date and time for the case to be heard. The arbitrator must hear the appeal within twenty (20) days of receiving the case.

The arbitrator holds the hearing and hears any witnesses and any arguments submitted by the parties or by any interested party.

Should either of the duly summoned parties involved fail to be present or represented on the day set for the hearing, the arbitrator may proceed despite any absence.

The arbitrator has fifteen (15) days from the date set for the hearing to render a decision. The decision must be given in writing and include reasons.

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

The arbitrator has all the powers and authority attributed under the terms of Article 12 of the collective agreement.

It is understood that the arbitrator cannot add anything to, subtract anything from or amend the wording of the collective agreement in any way.

If the arbitrator comes to the conclusion that the SNMO did not act in accordance with the provisions of the collective agreement, the arbitrator may:

- quash a reassignment;
- order the SNMO to reassign the aggrieved employee in accordance with the provisions of the collective agreement;
- render any decision on the assessment of reasons for refusing retraining;
- deal with any complaint filed over a reassignment that would require moving;
- issue orders that are binding on all the parties involved.

15.19 Joint provincial job security committee (CPNSE)

1. A joint provincial job security committee (CPNSE) is created, composed of three (3) representatives of the APTS and three (3) representatives of the CPNSSS. If the case to be addressed concerns more than one union organization, the CPNSE is expanded to meet in the presence of three (3) representatives of each of the union organizations involved.

   Ms. Nathalie Faucher[1] is designated as chairperson. She only participates in meetings of the CPNSE if the latter cannot reach unanimity on a decision to be made in applying sections 3 or 4, or if the CPNSE does not agree on the admissibility of a dispute pertaining to special measures.

2. The mandates of the CPNSE are to:

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

   b) decide on disputes over SNMO decisions;

   c) cancel any appointment if the procedure for reassignment in a comparable available position has not been followed;

   d) identify solutions in cases where:

      - employees benefiting from clause 15.03 have had, in the six (6) months prior to their layoff, a utilization rate of less than 25% of the number of hours that served to determine their job-security allowance;
      - employees benefiting from clause 15.03 have not been reassigned in the first twelve (12) months after being laid off;
      - reassignment problems arise in relation to the reassignment area;

[1] If she is unable to act as chairperson, Mr. Claude Martin is designated as a substitute.

e) analyze retraining possibilities for employees covered by clause 15.03 for whom reassignment possibilities are limited, discuss the amounts to be set aside for it and, if applicable, identify selection criteria; the CPNSE makes its recommendations to the SNMO;

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

3. At the request of a union or an employer, the CPNSE rules on any dispute over the terms and conditions applicable to a special measures that is not provided for in the collective agreement, or any dispute about which of the provisions in clauses 14.01 to 14.07 is applicable. In the latter case, the dispute must concern more than one (1) bargaining unit.

   Such a request must be made within thirty (30) days of notice being sent by the Employer of the latter's intention to apply the measure.

   If the CPNSE does not agree on a dispute's admissibility, the chairperson decides. If the CPNSE or the chairperson decides that the committee can consider the dispute, the measure envisaged is suspended until the matter is decided.

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

   The CPNSE decides, if need be, on what rules are applicable for a special measure that is not provided for in the collective agreement, or when the various rules cannot be reconciled.

4. The CPNSE meets at the request of either party to:

   a) agree on means needed to:

      - dispose of any decision whose effect would be to exempt the local parties, by agreement or otherwise, from their obligations regarding available positions for employees covered by clause 15.03;

      - dispose of any decision at the regional level that could be in contradiction with the provisions of the job security plan;

   b) if necessary, check the possibility of reconciling the rules for the reassignment of employees covered by clause 15.03 involving more than one (1) union organization, and examine the reassignment of such employees when the reassignment rules cannot be reconciled;

   c) examine the validity of the registration with the SNMO of an employee covered by clause 15.03.

5. Any unanimous decision made by the CPNSE in applying sections 3 and 4 is enforceable and binding on all the parties involved. If the CPNSE does not reach an agreement, the chairperson decides on the matter and must render a decision in writing within fifteen (15) days of the CPNSE's meeting; the chairperson's decision is enforceable, cannot be appealed and is binding on all the parties involved. The chairperson has all the powers attributed to an arbitrator under the terms of Article 12 of the collective agreement. It is understood that the chairperson of the CPNSE cannot add to, subtract from or amend the provisions of the collective agreement except in the following cases:

   - the special measure is not provided for;

   - the chairperson has been unable to reconcile the provisions of the various collective agreements regarding special measures or when the reassignment rules cannot be reconciled under 4 b).

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

6. Should either of the duly summoned parties involved fail to be present at a CPNSE meeting, the CPNSE or its chairperson, if applicable, may proceed despite any absence.

7. Institutions undertake to reverse any appointment made, in response to a decision of the CPNSE or its chairperson.

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

9. The CPNSE sets the rules needed to operate smoothly. All committee decisions must be unanimous.

15.20 If an employee contests an SNMO decision involving a move and does not begin work in their new position, that employee ceases to receive the allowance equal to their salary as of the fiftieth (50^{th}) day following the SNMO's notice indicating the location of their new job.

If an employee contests a decision and wins, the arbitrator will, if applicable, order the reimbursement of expenses incurred by the employee as a result of beginning work with the new Employer or the loss of income suffered if the employee did not begin work there.

An employee covered by clause 15.03 who contests an SNMO decision involving a move is entitled to subsistence allowances on the terms and conditions set out in the Treasury Board regulations appearing in Article 16 and/or the allowances provided under the federal labour-force mobility program, providing that the employee begins work in the position within the period of time specified in the SNMO's notice.

The employee and dependants, if any, must not move for good until the arbitration award is rendered under clause 15.18.

15.21 An employee who, while contesting an SNMO decision requiring that they move, decides to begin work in the position after the date set by the SNMO is not entitled to the subsistence allowances set out in Treasury Board regulations appearing in Article 16 and/or allowances under the federal labour-force mobility program.

15.22 In the event of a total closure of an institution, the *Ministère de la Santé et des Services sociaux* (MSSS) takes the steps needed for employees on job security to receive their benefits under the terms of this article.

15.23 Accountability

The MSSS is responsible for seeing to the implementation of decisions rendered by the SNMO, the CPNSE, and the arbitrators or chairperson.

15.24 For the purposes of applying this article, the health and social services sector includes all public institutions as defined by the *Act respecting health services and social services* (CQLR, c. S-4.2), private institutions under agreement as defined by that act and any organization that provides services to an institution or beneficiaries in accordance with that act and is declared by the government to be comparable to an institution as defined by the *Act respecting health services and social service,* the James Bay Cree Board of health and social services, the Nunavik Regional Board of health and social services, as well as, for this purpose alone, the *Institut national de santé publique du Québec* and the bargaining units already covered by the current job security system of the *Corporation d'Urgences Santé.*

ARTICLE 16
MOVING EXPENSES

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

16.02 Moving expenses are only applicable for an employee if the provincial workforce service (SNMO) agrees that the relocation of the employee requires them to move.

The move is deemed necessary if it is actually made and if the distance between the new and former home bases is greater than fifty (50) kilometres.

16.03 The move is not deemed necessary, however, if the distance between the new home base and the employee's residence is less than fifty (50) kilometres.

TRANSPORTATION EXPENSES FOR FURNITURE AND PERSONAL BELONGINGS

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

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

STORAGE

16.06 When the move from one residence to another cannot be made directly for reasons beyond the employee's control other than the building of a new house, the SNMO reimburses storage expenses for the furniture and personal belongings of the employee and their dependants for up to a maximum of two (2) months.

EXPENSES RELATED TO MOVING

16.07 The SNMO pays a moving allowance of $750 to any married employee who is moved, or $200 to any single employee who is moved, as compensation for expenses related to moving (rugs, curtains, disconnecting and connecting electrical appliances, cleaning, babysitting expenses, etc.) unless the said employee is moved to a place where full accommodations are placed at their disposal by the institution. The $750 allowance payable to a married employee who is moved is payable to a single employee, however, if the latter was living in their own housing.

COMPENSATION FOR A LEASE

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

16.09 If employees choose to sub-let the housing themselves, reasonable advertising expenses for the purpose of sub-letting are reimbursed by the SNMO.

REIMBURSEMENT OF EXPENSES INHERENT IN THE SALE OF A HOUSE

16.10 The SNMO pays the following expenses for the sale and/or purchase of a relocated employee's main place of residence:

a) brokerage fees, upon presentation of supporting documents after a sales contract is signed;

b) the actual cost of notarial deeds incurred by the employee for the purchase of a house for residential purposes in the location to which they are posted, providing that the employee already owned their home at the time of the move, and that the said home is sold;

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

16.11 If a relocated employee's house, despite being put up for sale at a reasonable price, is not sold by the time the employee must enter into new arrangements to be housed, the SNMO does not reimburse expenses for keeping the unsold house. In such a case, however, and upon presentation of receipts or supporting documents, the SNMO reimburses the following expenses for a maximum of three (3) months:

a) municipal and school taxes;

b) interest on the mortgage;

c) the cost of the insurance premium.

16.12 If the relocated employee chooses not to sell their main residence, they can benefit from the provisions of this clause in order to avoid a double financial burden as owner if their main residence is not rented out when they have to take on new obligations for housing in the locality to which the employee is relocated. For the period until the house is rented out, the SNMO pays the employee the amount of their new rent for up to a maximum of three (3) months, upon presentation of the leases.

Furthermore, the SNMO reimburses reasonable advertising expenses and expenses for a maximum of two (2) trips to rent out the house, upon presentation of receipts or supporting documents and in accordance with the rules on travel expenses in force at the SNMO.

LIVING AND ASSIGNMENT EXPENSES

16.13 When the move from one residence to the other cannot be made directly due to reasons beyond the employee's control other than the building of a new residence, the SNMO reimburses up to two (2) weeks of living expenses for the employee and their family in accordance with the rules on travel expenses in force at the SNMO.

16.14 If the move is postponed with the authorization of the SNMO, or if a married employee's family is not relocated immediately, the SNMO pays travel costs for up to four hundred and eighty (480) kilometres for the employee to visit their family every two (2) weeks, if the return distance to be covered is equal to or less than 480 kilometres, or for up to a maximum of 1,600 kilometres once a month, if the return distance to be covered is greater than 480 kilometres.

TERMS AND CONDITIONS OF PAYMENT

16.15 Moving expenses under this article are reimbursed within sixty (60) days of the employee submitting receipts or supporting documents.

ARTICLE 17
POST-GRADUATE TRAINING

SECTION I
PROVISIONS FOR PROFESSIONALS

17.01 This refers to academic training relevant to the profession practised in addition to an undergraduate university degree.

All degrees or diplomas issued outside Québec must be recognized by a certificate of equivalence issued by the authorized government body.

17.02 Successful completion of one (1) year of studies (or its equivalent, thirty (30) credits) in the same or a related discipline as the one mentioned in the description of an employee's job title is equal to one (1) year of professional experience.

However, successful completion of a master's degree of forty-five (45) credits or more but less than sixty (60) credits in the same or a related discipline as the one mentioned in the description of the employee's job title is equal to one and one-half (1½) years of professional experience.

17.03 Only the number of years normally required to complete the studies is counted.

17.04 A maximum of three (3) years of education may be counted towards experience.

17.05 "Terminal university degree" means that an employee has completed the necessary schooling to earn a terminal degree in accordance with the system in force at the time this schooling was completed.

17.06 On the date they move up one echelon, employees advance, if applicable, one additional echelon, in accordance with this section.

In applying the second (2nd) paragraph of clause 17.02, however, employees who are entitled to recognition of one-half (1/2) a year of experience for their annual advancement because of successfully completing a master's degree on the regular date for echelon advancement, are allowed to advance one echelon at the end of six (6) months after their regular echelon advancement date. This paragraph has the effect of changing the employee's regular echelon advancement date.

SECTION II
PROVISIONS FOR TECHNICIANS

The provisions of this section apply to employees whose job title requires a college studies diploma (DEC - *Diplôme de fin d'études collégiales*) and is classified in the technicians group (code 2000) in the *List of job titles, job descriptions and salary rates and scales*.

17.07 The list of post-graduate programs of study and their recognized relative value at the time this collective agreement comes into force, as well as the post-graduate programs recognized by the *Ministère de l'Éducation et de l'Enseignement supérieur* are recognized for the purposes of applying this article.

All diplomas issued outside Québec must be validated by a certificate of equivalence issued by the authorized government body.

17.08 Any recognized program of post-graduate studies worth fifteen (15) or more units (credits) and less than thirty (30) units (credits) that is successfully completed is equivalent to one (1) year of experience for the purposes of advancing echelons on the salary scale, or to additional remuneration of 1.5% of the salary stipulated for the top echelon on the salary scale, as the case may be.

17.09 Any recognized program of post-graduate studies worth thirty (30) units (credits) that is successfully completed is equivalent to two (2) years of experience for the purposes of advancing echelons on the salary scale, or to additional remuneration of 3% of the salary stipulated for the top echelon on the salary scale, as the case may be.

17.10 For the purpose of applying clause 17.08, 17.09, 17.17 or 17.18, employees who use more than one program of post-graduate studies in their specialty are accorded one (1) or two (2) years of experience for the purpose of advancing echelons, for each program that applies, up to a maximum of four (4) years of experience for the purposes of advancing echelons, for the overall set of programs, or additional remuneration up to a maximum of 6% of the salary stipulated for the top echelon on the salary scale, as the case may be.

17.11 Employees who hold a recognized bachelor's degree are accorded four (4) years of experience for the purposes of advancing echelons on their salary scale, or additional remuneration up to a maximum of 6% of the salary stipulated for the top echelon on the salary scale, as the case may be.

Employees enrolled in a program of study leading to a bachelor's degree are accorded two (2) years of experience for the purposes of advancing echelons on their salary scale, or additional remuneration of 3% of the salary stipulated for the top echelon on the salary scale, as the case may be, upon successfully completing the first thirty (30) units (credits). They are accorded two (2) additional years of experience for the purposes of advancing echelons, or additional remuneration of 3% of the salary stipulated for the top echelon on the salary scale, as the case may, upon obtaining a bachelor's degree.

17.12 Employees who hold a recognized master's degree are accorded six (6) years of experience for the purposes of advancing echelons on their salary scale, or additional remuneration up to a maximum of 6% of the salary stipulated for the top echelon on the salary scale, as the case may be.

17.13 For employees to be entitled to the echelon advancements stipulated in the preceding clauses, the post-graduate training must be related to the specialty in which they work. To be entitled to the additional remuneration, the post-graduate training must be required by the Employer. Employees who use more than one program of post-graduate studies in the specialty in which they work are accorded one (1) or two (2) years of experience for the purposes of advancing echelons, for each applicable program, or additional remuneration up to a maximum of 6% of the salary stipulated for the top echelon on the salary scale, as the case may be.

17.14 Subject to clause 17.10, the post-graduate training referred to in this agreement that is acquired in addition to the basic course is not cumulative for purposes of advancing on the salary scale or of additional remuneration, as the case may be. Employees only benefit from the diploma that gives them the greatest number of years of experience for the purpose of advancing echelons.

17.15 Employees who have benefited from an echelon advancement for post-graduate training receive the additional remuneration for the said post-graduate training once they have completed one (1) year or more of experience at the top echelon of their salary scale and the said post-graduate training is required by the Employer in accordance with the provisions of clause 17.16.

When employees who hold a position requiring post-graduate training cannot be accorded the total number of years of experience for the purposes of advancing echelons to which their post-graduate training entitles them because their combined experience and post-graduate training put them at the top echelon of their salary scale, they receive additional remuneration equal to 1.5% of the salary stipulated at the top of their salary scale for each echelon no longer available to them, until the additional remuneration corresponds to the total number of echelons to which they are entitled for post-graduate training without, however, exceeding 6%.

Employees who are at the top echelon solely on the basis of their experience are entitled to the additional remuneration for post-graduate training when it is required by the Employer, in accordance with the provisions of clause 17.16.

17.16 For the purpose of applying this article, the Employer has six (6) months from the date the collective agreement comes into force to draw up a list by activity centre and job title of the programs of post-graduate studies deemed to be required that entitle employees to additional remuneration.

17.17 Special provisions for medical technologists or graduate medical laboratory technicians

1) ART certification

Employees who hold an advanced certificate (ART) in one of the following disciplines – clinical chemistry, hematology, histopathology, microbiology, cytology, blood bank, virology, immunology, electron microscopy, cytogenetics – and who work in their specialty are accorded two (2) years of experience for the purposes of advancing echelons on the salary scale for their job title, or additional remuneration of 3% of the salary stipulated for the top echelon on the salary scale, as the case may be.

2) Attestation of college professional development studies in addition to the basic course

Employees who have an attestation of college professional development studies in one of the following disciplines:

a) exfoliative cytology (2 academic sessions)
b) immunohematology (2 academic sessions)
c) microbiology (2 academic sessions)

are accorded two (2) years of experience for the purposes of advancing echelons on the salary scale for their job title, or additional remuneration of 3% of the salary stipulated for the top echelon on the salary scale, as the case may be.

3) Bachelor's degree

Employees who have a bachelor's degree in health sciences with a concentration in human biology, biochemistry, chemistry or microbiology are accorded four (4) years of experience for the purposes of advancing echelons on the salary scale for their job title, or additional remuneration of a maximum of 6% of the salary stipulated for the top echelon on the salary scale, as the case may be.

4) Medical technology licence

Employees who have a "licence" in medical technology (LCSLT) are accorded four (4) years of experience for the purposes of advancing echelons on the salary scale for their job title or to receive additional remuneration of a maximum of 6% of the salary stipulated for the top echelon on the salary scale, as the case may be.

17.18 Special provision for specialized education technicians or educators

Specialized education technicians or educators who successfully complete thirty (30) course credits leading to a university degree in psycho-education or childhood maladjustment are accorded two (2) years of experience for the purposes of advancing echelons on the salary scale for their job title, or additional remuneration of 3% of the salary stipulated for the top echelon on the salary scale, as the case may be.

ARTICLE 18
CLASSIFICATION ON THE SALARY SCALES

SECTION I
CLASSIFICATION ON THE SALARY SCALE

18.01 Application of the salary scales

On April 1 of each year, employees are classified on the salary scale that comes into force on this date at the echelon that corresponds horizontally to the one they were in on the previous March 31.

18.02 Minimum qualifications

The salary scales for the various classes of employees are the ones set out in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*. To be entitled to these scales, new employees hired in a health and social services institution must have the minimum qualifications for their job title.

However, the salary scales provided apply to all persons who were in fact classified in one or another of the said job titles on the date on which the collective agreement comes into force.

Salary scales for professional job titles in the *List of job titles* cannot be applied to employees whose academic training is college-level training.

18.03 Employees are classified on the salary scale described in the *List of job titles* on the basis of their previous experience as established in Article 35 and post-graduate training, if applicable.

SECTION II
ADVANCEMENT ON THE SALARY SCALE

A- PROVISIONS FOR PROFESSIONALS

18.04 The duration of time spent at an echelon is usually six (6) months of professional experience for echelons 1 to 8, and one (1) year of professional experience for echelons 9 to 18.

18.05 Echelon advancement is granted upon satisfactory job performance.

18.06 Accelerated advancement of an echelon is granted to employees whose performance is deemed exceptional by the Employer, on the date of their echelon advancement.

B- PROVISIONS FOR TECHNICIANS

18.07 If possible given the number of echelons on the salary scale, employees advance to the next higher echelon each time that they complete one (1) year of experience in their job title. However, as of April 2, 2019, the duration of time that an employee with ranking 19 or higher remains in an echelon is: six (6) months of experience in echelons 1 to 8, and one (1) year of experience in echelons 9 to 18.

18.08 For purposes of advancement through the salary scale, part-time employees and employees who do not hold positions are credited with the days worked in a given job title since January 1, 1989 in other institutions in the health and social services system. Employees can ask each Employer for written attestation of the number of days worked, once each calendar year.

Under no circumstances, however, does the application of this clause allow a part-time employee or an employee who does not hold a position to advance more than one echelon in a twelve (12)-month period.

18.09 For the purposes of sub-sections A and B, the year or fraction of a year of experience acquired and days of work accumulated in 1983 are not credited when it comes to setting the date of an employee's echelon advancement.

18.10 For the purposes of sub-sections A and B, part-time employees and employees who do not hold a position complete one (1) year of experience when they accumulate the equivalent of 225 days of work if they are entitled to 20 days of annual leave; 224 days of work if they are entitled to 21 days of annual leave; 223 days of work if they are entitled to 22 days of annual leave; 222 days of work if they are entitled to 23 days of annual leave; 221 days of work if they are entitled to 24 days of annual leave; and 220 days of work if they are entitled to 25 days of annual leave.

For purposes of advancement on the salary scale, days of union leave taken by a part-time employee are deemed to be days worked, with the exception of union leave stipulated in clause 10.18.

SECTION III
INTEGRATION INTO SALARY SCALES

18.11 Integration procedure

Employees working for the institution on the date this collective agreement comes into force and those hired subsequently are classified on the basis of their duties and qualifications in one (1) of the job titles listed in the *List of job titles,* in accordance with the duties, responsibilities, characteristics and required qualifications given for it.

The Employer has sixty (60) days from the date on which this agreement comes into force to inform employees and the Union of their job title and place on the salary scale. This must be done in accordance with the terms and conditions set out in Article 35 on prior experience as well as with post-graduate training, if applicable.

18.12 Employees working for the institution on the date on which this collective agreement comes into force who were classified in one of the job titles listed in the *List of job titles* are deemed to have the required qualifications for the job title.

18.13 Integration into salary scales of employees hired before the date on which the collective agreement comes into force

Employees hired before the date on which this collective agreement comes into force are integrated into the salary scale for their job title at the echelon corresponding to their echelon on the salary scale in force at the end of the previous collective agreement.

18.14 Integration into salary scales of employees hired after the date on which the collective agreement comes into force

Employees hired after the date on which this collective agreement comes into force are integrated into the salary scale at the echelon corresponding to their years of professional experience, taking into account, if applicable, the provisions of Article 17 (Post-graduate training); all must be in accordance with the rules for echelon advancement.

Employees without professional experience are integrated at the first echelon, subject to the provisions of Article 17 (Post-graduate training).

18.15 Notwithstanding the provisions of this section, employees now working for the Employer and those hired subsequently cannot be credited with professional experience acquired in 1983 for purposes of integration into their salary scale.

18.16 Any additional fraction of a year credited to employees at the time of integration is counted towards setting the date of their advancement to the next higher echelon.

ARTICLE 19
OVERTIME

19.01 Definition

Any work done in addition to the regular day or week of work is deemed to be overtime.

Any overtime must be worked with the knowledge of the immediate supervisor or the latter's replacement. In unforeseen circumstances, however, or if employees are unable to reach their immediate supervisor, or due to the requirements of the work under way, employees are paid at the overtime rate if they provide the reasons justifying the overtime to their immediate supervisor or the latter's replacement within forty-eight (48) hours.

19.02 Method of remuneration

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

A) Professionals

1) overtime hours are remunerated with compensatory time off, taken within thirty (30) days or at any other date agreed upon by the parties locally;

2) if the Employer cannot grant the compensatory time off, the overtime hours are paid at the straight-time rate.

B) Technicians

1) at one-and-a-half times the employee's regular salary, excluding any inconvenience premiums;

2) at two times the employee's regular salary, excluding any inconvenience premiums, if the overtime is worked on a statutory holiday, in addition to payment for the holiday;

3) the parties may agree in local arrangements to convert overtime into time off.

19.03 Callback to work

If an employee who is not on on-call duty is called back to work after leaving the institution, the employee receives, for each callback:

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

2) minimum remuneration of two (2) hours at the overtime rate.

It is agreed that work done immediately before the time at which the employee is to come in to work is not a callback to work.

19.04 Minimum interval

When a shift change occurs (days, evenings, nights), there must be a minimum of sixteen (16) hours between the end of regular work on a shift and the start of work on another shift, failing which, the employee is paid at the overtime rate for hours worked within the sixteen (16)-hour interval.

The parties may agree in local arrangements to reduce the minimum number of hours between the end of regular work on one shift and the start of work on another shift.

19.05 Special provision

In the case of employees on flexible schedules, depending on the period used as the basis for calculation, any work done in addition to the number of scheduled hours within this period is deemed to be overtime, if it is worked with the approval of the immediate supervisor.

ARTICLE 20
ON-CALL DUTY

20.01 Premium

Employees on on-call duty after their regular day or week of work receive a premium equal to one (1) hour at straight-time rates for each period of eight (8) hours on on-call duty.

If employees are on call for less than eight (8) hours, they are paid the premium in proportion to the number of hours of on-call duty required.

If employees are called back to work while on on-call duty, they are remunerated in accordance with clause 20.02.

20.02 Callback from outside

Employees who are called back to work while on on-call duty receive, in addition to the on-call premium, for each callback:

1) minimum remuneration of two (2) hours at the overtime rate;

2) a transportation allowance equal to one (1) hour at straight time.

20.03 Internal callback

If employees are called back to work while on on-call duty inside the institution, they are entitled to the remuneration stipulated in the previous clause, minus the transportation allowance.

20.04 The on-call premium in clause 20.01 and the remuneration and allowance stipulated in clauses 20.02 and 20.03 are in lieu of compensatory benefits for on-call duty. Consequently, under no circumstances may employees or the Union claim time off in compensation for the time that the employees were assigned and/or called back to work while on on-call duty.

ARTICLE 21
STATUTORY HOLIDAYS

21.01 Number and list of statutory holidays

The Employer agrees to recognize and observe thirteen (13) paid statutory holidays during the year from July 1 of one year to June 30 of the following year, including those that are or will be instituted by legislation or government order-in-council.

The starting point for recognition of these statutory holidays is July 1.

21.02 Statutory holiday deferred

When employees are required to work on one (1) of these statutory holidays, the Employer gives them compensatory time off during the four (4) weeks preceding or following the statutory holiday unless they bank it, if the local parties have agreed on such a possibility.

If the paid compensatory time off is not granted within the period of time stipulated above and the employees have not banked the time off, they are paid the equivalent of one day of work at double time, in addition to their salary for the day of work.

21.03 Statutory holiday during an absence

If employees are on sick leave on the day that a statutory holiday or compensatory time off is indicated on the work schedule, and would be paid out of their bank of sick days, the Employer pays it as a statutory holiday without deducting the day from their bank of sick leave.

If, however, the employees are paid disability insurance while on sick leave, the Employer pays the difference between disability insurance benefits and the remuneration stipulated in clause 21.06.

These provisions only apply, however, for an absence due to illness that does not exceed twenty-four (24) months, and do not apply in the case of an absence due to a work-related accident.

If one or more statutory holidays coincide with an employee's annual vacation leave, the day or days are paid as if the employee were on a statutory holiday and the annual vacation leave is extended by the number of days of statutory holidays scheduled during this period.

If an employee's weekly days off coincide with the statutory holiday, the Employer gives the employee the time off for the holiday during the four (4) weeks preceding or following the day of the statutory holiday.

21.04 Calculation of overtime

On a statutory holiday or compensatory time off, the number of hours of work in the regular work week in which the employee actually takes the time off is reduced by the number of hours in one (1) regular day of work for the purposes of calculating overtime.

21.05 Conditions for benefiting from a statutory holiday

To benefit from a paid statutory holiday, an employee must be at work on the working day preceding or following the day off, unless:

a) the employee's weekly time off is the day before or the day after the statutory holiday;

b) the employee is on annual vacation leave at the time;

c) the employee is on paid or unpaid leave authorized by the Employer, or for which there are serious reasons.

21.06 Salary

On a statutory holiday or compensatory time off, employees are paid their regular salary as if they were at work.

ARTICLE 22
FLOATING DAYS OFF IN PSYCHIATRY

22.01 The employees concerned by this article are employees who work in an institution, a wing or an activity centre structured as psychiatric. Benefits under this article apply to employees working in the hospital mission.

22.02 Definition

a) Psychiatric wing or activity centre

For the purposes of this article, a structured psychiatric wing or activity centre is defined as follows: a specially arranged space with personnel specifically assigned to supervise or care for psychiatric patients, and to carry out structured rehabilitation programs developed for these patients by the professional personnel of the wing or activity centre.

The provisions of this article also apply to employees working in a structured psychiatric wing or unit in one of the following institutions:

BAS SAINT-LAURENT (01)

Centre intégré de santé et de services sociaux du Bas-Saint-Laurent:

- *Hôpital régional de Rimouski;*
- *Centre hospitalier régional du Grand-Portage*

SAGUENAY-LAC SAINT-JEAN (02)

Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-Saint-Jean:

- *Hôpital de Chicoutimi;*
- *Hôpital, CLSC et Centre d'hébergement de Roberval;*
- *Hôpital d'Alma*

CAPITALE-NATIONALE (03)

CHU de Québec-Université Laval:

- *Hôpital de l'Enfant-Jésus;*
- *Hôpital du Saint-Sacrement;*
- *Centre de pédopsychiatrie, résidence du Sacré-Cœur*

MAURICIE ET CENTRE-DU-QUÉBEC (04)

Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec:

- *Pavillon Sainte-Marie;*
- *Hôtel-Dieu d'Arthabaska;*
- *Centre de santé et de services sociaux du Haut-Saint-Maurice;*
- *Hôpital du Centre-de-la-Mauricie;*
- *Hôpital Sainte-Croix de Drummondville*

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie:

- *Centre hospitalier universitaire de Sherbrooke:*
- *Hôtel-Dieu de Sherbrooke;*
- *Hôpital de Granby*

MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:

- *Hôpital Fleury;*
- *Hôpital Jean-Talon*

Centre hospitalier de l'Université de Montréal

McGill University Health Centre:

- Montréal General Hospital;
- Montreal Children's Hospital

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

- St. Mary's Hospital;
- Ste. Anne's Hospital;
- Lakeshore General Hospital;
- *Centre hospitalier de soins de longue durée en santé mentale de Lachine*

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

- Jewish General Hospital

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:

- *Pavillon Alfred-DesRochers;*
- *Pavillon Côte-des-Neiges;*
- *Hôpital Notre-Dame*

OUTAOUAIS (07)

Centre intégré de santé et de services sociaux de l'Outaouais:

- *Hôpital de Gatineau;*
- *Hôpital de Hull*

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- *Centre de soins de courte durée La Sarre;*
- *Hôpital d'Amos;*
- *Hôpital de Rouyn-Noranda*

CÔTE-NORD (09)

Centre intégré de santé et de services sociaux de la Côte-Nord:

- *Hôpital de Sept-Îles;*
- *Hôpital Le Royer*

GASPÉSIE – ÎLES-DE-LA-MADELEINE (11)

Centre intégré de santé et de services sociaux de la Gaspésie:

- *Centre d'hébergement Mgr Ross de Gaspé;*
- *Hôpital de Maria;*
- *Hôpital de Chandler*

Centre intégré de santé et de services sociaux des Îles:

- *Hôpital de l'Archipel*

CHAUDIÈRE-APPALACHES (12)

Centre intégré de santé et de services sociaux de Chaudière-Appalaches:

- *Hôtel-Dieu de Lévis;*
- *Hôpital de Thetford Mines;*
- *Hôpital de Montmagny;*
- *Hôpital de Saint-Georges*

LAVAL (13)

Centre intégré de santé et de services sociaux de Laval:

- *Hôpital Cité-de-la-Santé*

LANAUDIÈRE (14)

Centre intégré de santé et de services sociaux de Lanaudière:

- *Centre hospitalier régional de Lanaudière;*
- *Hôpital Pierre-Le Gardeur*

LAURENTIDES (15)

Centre intégré de santé et de services sociaux des Laurentides:

- *Hôpital Laurentien;*
- *Hôpital régional de Saint-Jérôme;*
- *Centre de services de Rivière-Rouge*

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Centre:

- *Hôpital Charles-Lemoyne;*
- *Hôpital du Haut-Richelieu*

Centre intégré de santé et de services sociaux de la Montérégie-Est:

- *Hôpital Pierre-Boucher;*
- *Hôpital Honoré-Mercier;*
- *Hôtel-Dieu de Sorel*

Centre intégré de santé et de services sociaux de la Montérégie-Ouest:

- *Centre hospitalier Anna Laberge;*
- *Hôpital du Suroît.*

If an institution sets up or closes a psychiatric wing or activity centre during the life of this collective agreement, through the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) and the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS), the parties, along with the institution's representatives, meet to determine whether the wing or activity centre should be considered (or stop being considered) a structured psychiatric wing or activity centre as defined above.

b) Psychiatric hospitals (i.e., any institution recognized as such by the *Ministère de la Santé et des Services sociaux* - MSSS)

The provisions of this article also apply to employees working in psychiatric hospitals.

MAURICIE ET CENTRE-DU-QUÉBEC (04)

Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec:

- *Centre régional de santé mentale*

MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:

- *Hôpital Rivière-des-Prairies;*
- *Pavillon Albert-Prévost*

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

- Douglas Hospital

OUTAOUAIS (07)

Centre intégré de santé et de services sociaux de l'Outaouais:

- *Centre hospitalier Pierre-Janet*

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- *Hôpital psychiatrique de Malartic.*

If an institution sets up or closes a psychiatric hospital during the life of this collective agreement, through the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) and the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS), the parties, along with the institution's representatives, meet to determine whether the psychiatric hospital should be considered (or stop being considered) a structured psychiatric hospital as defined above.

c) Psychiatric emergency unit

The provisions of this article also apply to employees working in a structured psychiatric emergency unit in one of the following institutions:

CAPITALE-NATIONALE (03)

CHU de Québec-Université Laval:

- *Hôpital de l'Enfant-Jésus;*
- *Pavillon Centre hospitalier de l'Université Laval;*
- *Hôpital du Saint-Sacrement*

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie-Centre hospitalier universitaire de Sherbrooke:

- *Hôtel-Dieu de Sherbrooke*

MONTRÉAL (06)

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

- Jewish General Hospital

McGill University Health Centre:

- Glen site;
- Montréal General Hospital

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:

- *Hôpital Notre-Dame*

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île:

- *Pavillon Albert-Prévost*

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

- St. Mary's Hospital;
- Douglas Hospital

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Centre:

- *Hôpital Charles-Lemoyne*

Centre intégré de santé et de services sociaux de la Montérégie-Est:

- *Hôpital Pierre-Boucher.*

If an institution sets up or closes a psychiatric emergency unit during the life of this collective agreement, through the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) and the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS), the parties, along with the institution's representatives, meet to determine whether the psychiatric emergency unit should be considered (or stop being considered) a psychiatric emergency unit as defined above.

d) The parties, through the CPNSSS and the APTS, meet after the date on which the collective agreement comes into force in order to complete the list of institutions provided in this clause, if necessary. Sixty (60) days after the collective agreement comes into force, the list is viewed as final.

22.03 Number of days off

On July 1 of each year, employees are entitled to one half-day off per month worked, up to a maximum of five (5) per year.

However, if one (1) of these floating days off occurs when an employee is off sick, the employee is entitled to be paid the equivalent of what they would have received if they had been at work.

22.04 Departure or transfer

Employees who leave their post in a psychiatric setting are paid for all the days off that were earned but not used, in accordance with the allowance they would receive if they were to take them at that time.

ARTICLE 23
ANNUAL VACATION LEAVE

23.01 The reference period on which annual vacation leave is based runs from May 1 of a given year to April 30 of the following year. The right to annual vacation leave is acquired on May 1 of each year.

23.02 Employees with less than one (1) year of service

An employee with less than one (1) year of service on April 30 is entitled to one and two-thirds (1⅔) days of paid annual vacation leave for each month of service.

An employee with less than one (1) year of service on April 30 may complete up to twenty (20) working days of annual vacation leave (four (4) calendar weeks), at their own expense.

Employees are credited with all the years of service accumulated in the health and social services system for the purpose of calculating their annual vacation leave quantum. For employees with less than one (1) year of service in the new institution on April 30, the annual vacation leave quantum and related remuneration are prorated to the number of months of service in the reference year (May 1 to April 30). These employees may nonetheless complete their number of days of annual vacation leave at their own expense, up to the quantum to which they would have been entitled had they been in the employ of the institution during the entire reference year.

23.03 Employees with one (1) year or more of service

An employee with at least one (1) year of service on April 30 is entitled to twenty (20) working days of annual vacation leave.

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

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

An employee with twenty-five (25) years of service on April 30 is entitled to twenty-five (25) working days of annual vacation leave.

23.04 Special provision

For the purposes of the preceding clauses in this article, an employee hired between the first (1st) and fifteenth (15th) day of the month inclusively is deemed to have completed one (1) full month of service.

23.05 Vacation pay allowance

Full-time employees receive remuneration equal to what they would have received if they had been at work as usual.

If, however, the employees have had more than one job status since the start of the reference period for earning this annual vacation leave, the amount that they receive is established as follows:

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

2. remuneration established in accordance with clause 38.03 a) or clause 38.04, as the case may be, based on their salary earned during months when they had a job status that was not full-time.

23.06 Vacation pay allowance when an employee leaves

When employees leave the Employer's service, they are entitled to an allowance for the days of annual vacation leave earned up to the date of departure, in the proportions set out in this article.

23.07 Special provision

Employees whose vacation pay allowance is not equal to the salary for four (4) weeks' pay have the right to complete a four (4)-week period of absence without pay in lieu of annual vacation leave.

ARTICLE 24
SPECIAL LEAVE

24.01 Type and number of days of special leave

The Employer grants an employee:

1) five (5) calendar days of leave for the death of the following family members: spouse or child;

2) three (3) calendar days of leave for the death of the following family members: father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law or son-in-law;

3) two (2) calendar days of leave for the death of a spouse's child (with the exception of the ones stipulated in 24.01-1);

4) one (1) calendar day of leave for the death of a sister-in-law, brother-in-law, grandparent or grandchild.

For the deaths mentioned in this clause, an employee is entitled to one (1) additional day of leave for travel purposes if the funeral takes place two hundred and forty-one (241) kilometres or more, or one hundred and fifty (150) miles or more, away from the employee's place of residence.

For the purposes of applying this clause, the definition of spouse is the definition given in Article 1 (Definition of terms).

24.02 Start of the absence

The leave provided for in any subclause of 24.01 may be taken on the date chosen by the employee between the date of death and the day of the funeral inclusively. Leave extending over more than one (1) calendar day must be taken continuously.

The leave provided for in any subclause of 24.01 may begin on the day before the death when the death is planned under the *Act respecting end-of-life care*. The employee must notify the Employer of their absence as soon as possible.

24.03 Notwithstanding clause 24.02, employees may use one (1) of their days of special leave under 24.01 to attend a burial or cremation when it occurs outside the stipulated period of time.

24.04 Salary

The days of absence mentioned in the preceding clauses are paid at the employee's rate of pay. However, only the days on which the employee would have worked during this period of absence are paid under this article.

24.05 Attestation of the events

In all cases, employees must notify their immediate supervisor and submit an attestation of the facts upon request. In this article, “day of absence” means a full period of twenty-four (24) hours.

24.06 Employees who are called to serve as juror or witness in a case in which they are not an interested party receive the difference between their regular salary and the allowance paid by the court for the period of juror or witness duty.

In the case of civil proceedings against an employee in the framework of the normal performance of their duties, the employee does not suffer any loss of regular salary for the time they are required to be present in court.

24.07 Full-time employees are entitled to one (1) week of paid leave for their marriage or civil union.

Part-time employees are also entitled to this leave, prorated to the number of days scheduled for the position that they hold. If they have an assignment on the date they go on leave, the leave is paid in proportion to the number of days scheduled in the assignment, including the number of days in the position that they hold if they have not temporarily left the position, where applicable.

Employees who do not hold positions are entitled to this leave, prorated to the number of days scheduled in the assignment held on the date the employee goes on leave.

This leave for marriage or civil union is granted providing that the employee requests it at least four (4) weeks in advance.

The date of the leave is determined after agreement between the Employer and the employee, and must include the day of the marriage or civil union.

24.08 Employees who sit on the board of directors of a health and social services agency or a health and social services council is given leave with no loss of remuneration to attend board meetings after a request to this effect to their immediate supervisor, who cannot refuse without a valid reason.

Upon request to their immediate supervisor, employees who sit on the board of directors of the institution are given leave with no loss of remuneration to attend board meetings.

24.09 Employees are entitled to a rest period of fifteen (15) minutes per half day of work.

Leave for family responsibilities

24.10 After notifying the Employer as early as possible, employees may take up to ten (10) days of leave without pay per year to meet obligations related to the care, health or education of their child or the child of their spouse, or due to the state of health of their spouse, father, mother, brother, sister or grandparent.

The days off that are accordingly taken are deducted from the employee's annual bank of sick leave or are taken without pay, as the employee chooses.

This leave may be divided into half-days if the Employer so consents.

Employees must take reasonable means available to limit their use of leave stipulated in this clause and to limit the duration of such leave.

24.11 Employees may take a leave of absence from work in accordance with the application of Sections 79.8 to 79.15 of the *Act respecting labour standards*[1] (CQLR, c. N-1.1) by informing the Employer of the reasons for their absence as soon as possible and providing proof justifying the absence.

During this leave without pay, employees accumulate seniority and experience. They continue to participate in the basic health insurance plan by paying their share of the premiums. They can also continue to participate in optional insurance plans that are applicable to them by making a request at the start of the leave and by paying the full amount of the premiums.

When the leave without pay ends, the employees may return to their position or, where applicable, to a position that they obtained at their request in accordance with the provisions of the collective agreement. If that position has been abolished or if the employees have been bumped, they are entitled to the benefits they would have enjoyed had they been at work.

Similarly, upon returning from the leave without pay, employees who do not hold a position return to the assignment they held when they went on leave, if that assignment is still in progress after the leave ends.

If the assignment has ended, the employees are entitled to any other assignment in accordance with the provisions of the collective agreement.

[1] To make it easier to understand clause 24.11, the APTS has included the relevant sections of the *Act respecting labour standards* (see pages 293 to 296).

ARTICLE 25
PARENTAL RIGHTS

SECTION I
GENERAL PROVISIONS

25.01 Maternity, paternity and adoption leave allowances are only paid as supplements to parental insurance or employment insurance benefits, as the case may be, or, in the cases provided for hereinafter, as payments during a period of absence that is not covered by either the Québec Parental Insurance Plan or the Employment Insurance Plan.

Subject to 25.11-A and 25.11A, maternity, paternity or adoption leave allowances are, however, only paid during the weeks when employees receive benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan or would receive such benefits if they were to apply.

If an employee shares the adoption or parental leave provided under the Québec Parental Insurance Plan or the Employment Insurance Plan with their spouse, the allowance is not paid unless the employee actually receives benefits under one of these plans during the maternity leave provided for in clause 25.05, the paternity leave provided for in 25.21A or the adoption leave provided for in 25.22A.

25.02 When both parents are women, the allowances and benefits granted to fathers are then granted to the mother who does not give birth to the child.

25.03 The Employer does not reimburse employees for any amounts required of them either by the *Ministère de l'Emploi et de la Solidarité sociale* pursuant to the application of the *Act respecting Parental Insurance* (CQLR, c. A-29.011) or by Employment and Social Development Canada (ESDC) under the terms of the *Employment Insurance Act* (SC 1996, c.23).

25.03A Basic weekly salary,[1] deferred weekly salary and allowances due when employees leave will be neither increased nor reduced by payments received under the Québec Parental Insurance Plan or by supplemental benefits under the Employment Insurance Plan.

25.04 Unless explicitly stipulated otherwise, this article cannot have the effect of conferring a monetary or non-monetary benefit on employees that they would not have had if they had remained at work.

[1] "Basic weekly salary" means employees' regular salary, including their regular salary supplement, for one (1) work week as regularly increased, as well as any additional remuneration payable to them under the collective agreement for post-graduate training or responsibility premiums (excluding other premiums), without any other additional remuneration, even for overtime.

SECTION II
MATERNITY LEAVE

25.05 Pregnant employees eligible for the Québec Parental Insurance Plan are entitled to twenty-one (21) weeks of maternity leave that, subject to clause 25.08 or 25.08A, must be taken consecutively.

Pregnant employees who are not eligible for the Québec Parental Insurance Plan are entitled to twenty (20) weeks of maternity leave that, subject to clause 25.08 or 25.08A, must be taken consecutively.

Employees who become pregnant while on leave without pay or part-time leave without pay under this article are also entitled to this maternity leave and the allowances provided in clauses 25.10, 25.11 and 25.11A, as the case may be.

An employee whose spouse dies receives the remainder of the twenty (20) weeks of leave and is entitled to all the related rights and allowances.

25.06 An employee whose pregnancy comes to an end after the beginning of the twentieth (20th) week preceding the expected date of delivery is also entitled to this maternity leave.

25.07 The distribution of maternity leave before and after the birth of the child is up to the employee. This leave is simultaneous with the period during which benefits are paid under the *Act respecting parental insurance* and must begin no later than the week following the start of payment of benefits under the Québec Parental Insurance Plan.

In the case of employees eligible for benefits under the Employment Insurance Plan, the maternity leave must include the day of birth.

25.08 Employees who have recovered sufficiently from giving birth but whose child is not ready to leave the health-care institution may suspend their maternity leave by returning to work. They then take the rest of their maternity leave once the child comes home.

Furthermore, employees who have recovered sufficiently from giving birth but whose child is hospitalized after having been discharged from the health-care institution may suspend their maternity leave, after agreement with the Employer, by returning to work for the duration of the child's hospitalization.

25.08A At the employee's request, maternity leave may be split into week-long periods if the child is hospitalized or for a situation other than a pregnancy-related illness that would warrant the employee's absence from work under Sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards*[1] (CQLR, c. N-1.1).

The maximum number of weeks during which maternity leave may be suspended is equal to the number of weeks that the child is hospitalized.

[1] To make it easier to understand clause 25.08A, the APTS has included the relevant sections of the *Act respecting labour standards* (see pages 293 to 296).

For other possibilities of splitting the leave, the maximum number of weeks for which the leave may be suspended is what is set out in the *Act respecting labour standards* for such a situation.

During such a suspension of maternity leave, employees are deemed to be on leave without pay and do not receive any allowance or benefits from the Employer; they are nonetheless entitled to the benefits provided for in clause 25.28.

25.08B When employees resume their maternity leave that has been suspended or split under clause 25.08 or 25.08A, the Employer pays them the allowance to which they would have been entitled had they not suspended or split their leave, for the number of weeks of leave left under clauses 25.10, 25.11 or 25.11A, as the case may be, subject to clause 25.01.

25.09 To obtain maternity leave, employees must give the Employer advance notice in writing at least two (2) weeks before going on leave. This advance notice must be accompanied by a medical certificate or written report signed by a midwife attesting to the pregnancy and the expected date of birth.

The prescribed period of advance notice may be reduced if a medical certificate attests that they must leave their job sooner than anticipated. In the event of unforeseen circumstances, employees are exempted from the formality of advance notice, subject to giving the Employer a medical certificate attesting that they had to leave their job immediately.

Cases eligible for the Québec Parental Insurance Plan (QPIP)

25.10 Employees who have accumulated twenty (20) weeks of service[1] and who are eligible for benefits under the Québec Parental Insurance Plan receive, for the twenty-one (21) weeks of their maternity leave, an allowance calculated with the following formula:[2]

1. by adding:
   a) an amount equal to 100% of their basic weekly salary, up to a maximum amount of $225;
   b) plus 88% of the difference between their basic weekly salary and the amount established in a);
2. and by subtracting from that sum the amount of maternity or parental benefits they receive from the Québec Parental Insurance Plan, or would receive if they were to apply for them.

[1] An absent employee accumulates service if the absence is authorized, notably for disability, and involves benefits or remuneration.

[2] This formula was used in order to take into account the fact that an employee in such circumstances enjoys a contributions waiver for pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan.

This allowance is calculated on the basis of the Québec Parental Insurance Plan benefits that employees are entitled to receive, without taking into consideration the amounts subtracted from such benefits because of reimbursements of benefits, interest, penalties and other amounts recoverable under the terms of the *Act respecting parental insurance*.

However, if the amount of the Québec Parental Insurance Plan benefits is modified following a change in the information provided by the Employer, the latter adjusts the amount of the allowance accordingly.

When employees work for more than one employer, the allowance is equal to the difference between the amount established in 25.10-1 and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by each employer, in relation to the total basic weekly salary paid by all such employers. To this end, employees must provide each of their employers with a statement of their weekly salary from each of them along with the amount of benefits payable to them under the *Act respecting parental insurance*.

25.10A The Employer may not compensate, through the allowance the Employer pays to employees on maternity leave, for the reduction in Québec parental insurance benefits attributable to salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the Employer compensates for such a reduction if the employee demonstrates that the salary earned is customary salary, by means of a letter to this effect from the employer who pays it. If the employee demonstrates that only part of the salary is customary, compensation is limited to this part.

The employer who pays the customary salary mentioned in the preceding paragraph must provide this letter at the employee's request.

The total amount in Québec parental insurance benefits, allowances and salary received by employees during maternity leave may not, however, exceed the gross amount established in 25.10-1. The formula must be applied to the sum of the basic weekly salaries received from their Employer, as stipulated in clause 25.10, or, as the case may be, from their employers.

Cases not eligible for Québec parental insurance benefits but eligible for employment insurance benefits

25.11 Employees who have accumulated twenty (20) weeks of service and who are eligible for the Employment Insurance Plan but not the Québec Parental Insurance Plan are entitled to receive an indemnity calculated in the following way, during the twenty (20) weeks of their maternity leave:

A. for each week of the waiting period provided in the Employment Insurance Plan, an allowance calculated in the following way:[1]

[1] This formula was used in order to take into account the fact that employees in the same situation enjoy a contributions waiver for pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan.

by adding:

a) an amount equal to 100% of their basic weekly salary, up to a maximum amount of $225;

b) plus 88% of the difference between their basic weekly salary and the amount established in a).

B. for each week that follows the period stipulated in A, an allowance calculated in the following way:

1. by adding:

a) an amount equal to 100% of their basic weekly salary, up to a maximum amount of $225;

b) plus 88% of the difference between their basic weekly salary and the amount established in a);

2. and by subtracting from that sum the amount of maternity or parental benefits they receive from the Employment Insurance Plan, or would receive if they were to apply for them.

This allowance is calculated on the basis of the employment insurance benefits that employees are entitled to receive, without taking into consideration the amounts subtracted from such benefits because of reimbursements of benefits, interest, penalties and other amounts recoverable under the terms of the Employment Insurance Plan.

However, if the amount of the employment insurance benefit is modified following a change in the information provided by the Employer, the latter adjusts the amount of the allowance accordingly.

When employees work for more than one employer, the allowance is equal to the difference between the amount established in 25.11-B-1 and the amount of Employment Insurance Plan benefits corresponding to the proportion of the basic weekly salary that the Employer pays, in relation to the total basic weekly salary paid by all the employers. To this end, the employees must provide each of their employers with a statement of their weekly salary from each of them along with the amount of benefits payable to them pursuant to the application of the *Employment Insurance Act*.

Furthermore, if Employment and Social Development Canada reduces the number of weeks of employment benefits to which the employees would have been entitled had they not received employment insurance benefits before their maternity leave, the employees continue to receive, for a period equal to the number of weeks deducted by ESDC, the allowance provided in B of this clause, as if they had been receiving employment insurance benefits during this period.

Clause 25.10A applies, with the necessary adjustments.

Cases not eligible for either the Québec Parental Insurance Plan or the Employment Insurance Plan

25.11A Employees who are not eligible for Québec parental insurance benefits or employment insurance benefits are also excluded from any allowance provided under clauses 25.10 and 25.11.

Employees who have accumulated twenty (20) weeks of service are, however, entitled to an allowance calculated with the following formula, for twelve (12) weeks, if they do not receive benefits from a plan established in another province or territory:

By adding:

a) an amount equal to 100% of their weekly basic salary, up to a maximum amount of $225;

b) plus 88% of the difference between their basic weekly salary and the amount established in a).

The fourth paragraph in clause 25.10A applies to this clause, with the necessary adjustments.

25.12 In cases covered by clause 25.10, 25.11 or 25.11A:

a) No allowance may be paid during a vacation period for which the employees are remunerated.

b) Unless the applicable pay period is weekly, the allowance is paid at two (2)-week intervals, although in the case of employees eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan, the first payment is only due fifteen (15) days after the Employer receives proof that they are receiving benefits from one of these plans. For the purposes of this clause, a statement of benefits or information provided by the *Ministère du Travail, de l'Emploi et de la Solidarité sociale* or by ESDC on an official statement is considered to be proof.

c) Service is calculated on the basis of employment with all public and parapublic sector employers (public service, education, health and social services), health and social services agencies, agencies whose remuneration standards and scales are, by law, determined in accordance with the conditions defined by the government, the *Office franco-québécois pour la jeunesse*, the *Société de gestion du réseau informatique des commissions scolaires*, and any other agency listed in Schedule C of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (CQLR, c. R-8.2).

Moreover, the requirement of twenty (20) weeks of service under clauses 25.10, 25.11 or 25.11A is deemed to have been fulfilled, should the case arise, if the employee has met this requirement with any of the employers mentioned in this clause.

d) The basic weekly salary of part-time employees is the average of their basic weekly salary for the last twenty (20) weeks preceding their maternity leave.

If the employees have received benefits during this period set at a certain percentage of their regular salary, it is agreed that the reference for the purposes of calculating their basic salary during maternity leave is the basic salary on which such benefits were set.

Furthermore, any period during which employees on special leave under clause 25.19 do not receive any compensation from the *Commission des normes, de l'équité, de la santé et sécurité du travail* (CNESST), as well as the weeks during which they are on annual vacation leave or a leave of absence without pay provided for in the collective agreement, are excluded for the purposes of calculating their average basic weekly salary.

If the period of the last twenty (20) weeks preceding part-time employees' maternity leave includes the date of an increase in salary rates and scales, their basic weekly salary is calculated on the basis of the rate of pay in effect on that date. If the maternity leave also includes the date of an increase in salary rates and scales, the basic weekly salary is increased on that date in accordance with the formula for the adjustment of the applicable salary scale.

The provisions of this clause constitute explicit stipulations for the purpose of clause 25.04.

25.13 During their maternity leave, employees are entitled to the following benefits insofar as they are normally entitled to them:

- life insurance;
- disability insurance, providing that they pay their share of contributions;
- accumulation of annual vacation leave;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- accumulation of seniority for job security purposes;
- the right to apply for and obtain a position in accordance with the provisions of the collective agreement as if they were at work.

25.14 Employees may postpone up to four (4) weeks of annual vacation leave if those weeks fall within the period of maternity leave, providing they notify their Employer in writing no later than two (2) weeks prior to the end of the said leave, indicating the dates to which the vacation is postponed.

25.15 If the birth occurs after the due date, employees are entitled to an extension of their maternity leave equal to the period by which the baby is overdue, unless they already have at least two (2) weeks of maternity leave remaining after the birth.

Employees may benefit from an extension of maternity leave if the state of their health or their child's health so requires. The duration of this extension is that which is indicated on the medical certificate that must be supplied by the employee.

During such extensions, employees are deemed to be on leave without pay and do not receive any allowance or benefit from the Employer. They are entitled to the benefits provided under clause 25.13 for the first six (6) weeks of the extension of their leave only, and subsequently to those mentioned in clause 25.28.

25.16 Maternity leave may be shorter than the period provided for in clause 25.05. If employees return to work within two (2) weeks of giving birth, they submit, at the Employer's request, a medical certificate attesting that they are sufficiently recovered to resume work.

25.17 During the fourth (4^{th}) week preceding the end of an employee's maternity leave, the Employer must send the employee notice indicating the date on which the said leave is scheduled to end.

Employees to whom the Employer has sent the above notice must report for work when their maternity leave expires, unless their leave is extended as provided in clause 25.31.

Employees who do not comply with the preceding paragraph are deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, employees who have not reported for work are presumed to have resigned.

25.18 Upon returning from maternity leave, employees resume work in their position or, as the case may be, a position obtained at their request during their leave, in accordance with the provisions of the collective agreement.

If that position has been abolished or the employee has been bumped, the employee is entitled to the benefits they would have received had they then been at work.

Similarly, upon returning from maternity leave, employees who do not hold a position resume the assignment that they had at the time they went on leave if it is scheduled to continue after the end of the maternity leave. If the assignment is finished, the employee is entitled to any other assignment, in accordance with the provisions of the collective agreement.

SECTION III
SPECIAL LEAVE DURING PREGNANCY AND BREASTFEEDING

Provisional assignment and special leave

25.19 Employees may request provisional assignment to another position that is vacant or temporarily without an incumbent in the same job title, or in another job title if they so consent, subject to the applicable provisions of the collective agreement, in the following cases:

a) they are pregnant and their working conditions involve risks of infectious disease or physical danger for their unborn child;

b) their working conditions involve hazards to the child they are breastfeeding;

c) they work regularly on a video display terminal.

Employees must present a medical certificate to this effect as soon as possible.

After receiving a request for protective re-assignment or leave,[1] the Employer immediately notifies the Union and informs it of the employee's name and the reasons given for the request.

An employee other than the one who has asked for a provisional assignment may exchange their position with the pregnant or breastfeeding employee for the duration of the period of the provisional assignment, if that other employee so consents and the Employer agrees. This provision applies, providing that both employees meet the normal requirements of the job.

The employee thus assigned to another position and the employee who agrees to take this employee's position retain the rights and privileges attached to their respective regular positions.

The provisional assignment has priority over the assignment of employees on the availability list and is made to the same shift, if possible. However, the Employer cannot terminate a temporary replacement assignment or displace an employee to allow for provisional assignment.

If the provisional assignment is not effective immediately, the employee is entitled to special leave beginning immediately. Unless the special leave is brought to an end because the employee is given a provisional assignment, the special leave ceases on the day the employee gives birth, in the case of a pregnant employee, or at the end of the period of breastfeeding in the case of an employee who is nursing their child. For an employee who is eligible for benefits under the *Act respecting parental insurance,* however, the special leave ends as of the fourth week preceding the due date.

[1] Translator's note: the CNESST uses the term "preventive withdrawal" (in French, *retrait préventif*) rather than "protective re-assignment" or "protective leave."

During the special leave provided in this clause, the employee's benefits are governed by the provisions of the *Act respecting occupational health and safety* (CQLR, c. S-2.1) on protective leave or re-assignment of workers who are pregnant or breastfeeding.

However, following a written request to this effect, the Employer pays the employee an advance on the indemnity to be received, based on the payments that can be anticipated. If the CNESST pays the anticipated indemnity, the Employer's advance is reimbursed from that indemnity. Otherwise, the advance is reimbursed at a rate of ten per cent (10%) of the amount paid in each pay period until the debt is repaid in full.

However, in the case of employees who exercise their right to ask for a review of the CNESST decision or to contest it before the administrative labour tribunal (*Tribunal administratif du travail* – TAT), no reimbursement can be required until the CNESST's administrative review decision or, if applicable, the TAT's decision is rendered.

Employees who work regularly on a video display terminal may request a reduction in the amount of time they spend working on a VDT. The Employer must then study the possibility of temporarily modifying the duties of those assigned to a video display terminal, without any loss of their rights, with a view to reducing the work on the video display terminal to a maximum of two (2) hours per half-day of work. If modifications are possible, the Employer then assigns the employees to other duties that they are reasonably able to perform for the remainder of their work time.

Other special leave

25.19A Employees are also entitled to special leave in the following cases:

a) when a complication in the pregnancy or a danger of miscarriage requires them to stop work for a period of time prescribed by a medical certificate; this special leave may not, however, last beyond the beginning of the fourth (4^{th}) week preceding the date the baby is due;

b) upon presentation of a medical certificate prescribing its duration, when a natural or induced termination of pregnancy occurs before the beginning of the twentieth (20^{th}) week preceding the date on which the baby is due;

c) for pregnancy-related visits to a health-care professional, attested to by a medical certificate or a written report signed by a midwife.

25.20 In the case of visits covered by clause 25.19A c), the employee is entitled to up to a maximum of four (4) days of special leave with pay. Such special leave may be taken in half-days.

During the special leave granted under the terms of this section, employees are entitled to the benefits set out in clause 25.13 insofar as they are normally entitled to them, and to those in clause 25.18 of Section II. An employee covered by the provisions of 25.19A a), b) or c) may also draw benefits under the sick leave or disability insurance plans. In the case provided for in 25.19A c), however, the employee must first use up the four (4) days mentioned in the preceding paragraph.

SECTION IV
PATERNITY LEAVE

25.21 An employee is entitled to a maximum of five (5) working days of paid paternity leave when their child is born. An employee is also entitled to this leave if the pregnancy comes to an end as of the beginning of the twentieth (20th) week preceding the expected date of birth. The leave may be taken non-continuously and must be taken between the beginning of the delivery and the fifteenth (15th) day after the mother or child returns home.

One (1) of the five (5) days may be used for the child's baptism or registration.

When both spouses are women, the employee whose spouse gives birth to a child is also entitled to this leave if she is designated as one of the child's mothers.

25.21A When their child is born, the employee is also entitled to paternity leave of up to a maximum of five (5) weeks that must be consecutive, subject to clauses 25.33 and 25.33A. This leave must be completed by the end of the fifty-second (52nd) week after the week in which the child was born.

For an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period of payment of benefits granted under the *Act respecting parental insurance*, and must begin no later than the week following the start of payment of parental insurance benefits.

When both spouses are women, the employee whose spouse gives birth to a child is also entitled to this leave if she is designated as one of the child's mothers.

25.21B During the paternity leave stipulated in 25.21A, an employee who has completed twenty (20) weeks of service[1] receives an allowance equal to the difference between the basic weekly salary and the amount of the benefits the employee receives or would receive if applying for them, under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The 2nd, 3rd and 4th paragraphs of clause 25.10 or the 2nd, 3rd and 4th paragraphs following clause 25.11, as the case may be, and 25.10A apply to this clause, with the necessary adjustments.

25.21C During paternity leave stipulated in 25.21A, an employee who is not eligible for either the Québec Parental Insurance Plan or the Employment Insurance Plan receives an

[1] Employees who are absent accumulate service if their absence is authorized, in particular for disability, and involves benefits or remuneration.

allowance equal to the basic weekly salary, if the employee has completed twenty (20) weeks of service.

25.21D Clause 25.12 applies to an employee who is entitled to the allowances stipulated in 25.21B or 25.21C, with the necessary adjustments.

SECTION V
ADOPTION LEAVE AND LEAVE IN VIEW OF ADOPTION

25.22 Employees are entitled to up to a maximum of five (5) working days of leave with pay when they adopt a child other than their spouse's. This leave may be non-continuous and cannot be taken more than fifteen (15) days after the child arrives in the home.

One of the five (5) days may be used to baptize or register the child.

25.22A Employees who legally adopt a child other than the child of their spouse is entitled to a maximum of five (5) weeks of leave for adoption that, subject to clauses 25.33 and 25.33A, must be consecutive. This leave must end no later than the end of the fifty-second (52nd) week after the week in which the child arrives in the home.

In the case of an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which benefits are paid under the *Act respecting parental insurance*, and must begin no later than the week following the start of payment of these benefits.

In the case of an employee who is not eligible for the Québec Parental Insurance Plan, the leave must be taken after the child's placement order, or its equivalent for an international adoption, has been issued in accordance with the adoption program, or at another time agreed upon with the Employer.

25.23 During the leave for adoption provided for in 25.22A, employees who have completed twenty (20) weeks of service[1] receive an allowance equal to the difference between their basic weekly salary and the amount of benefits that they receive, or would receive if they were to apply for them, under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The 2nd, 3rd and 4th paragraphs of clause 25.10 or the 2nd, 3rd and 4th paragraphs following 25.11, as the case may be, and 25.10A apply, with the necessary adjustments.

25.24 Employees who are not eligible for adoption benefits under the Québec Parental Insurance Plan or for parental benefits under the Employment Insurance Plan and who adopt a child other than the child of their spouse receives an allowance equal to their basic weekly salary during the leave for adoption provided for in 25.22A, if they have completed twenty (20) years of service.

[1] An employee who is absent accumulates service if the absence is authorized, in particular for disability, and involves benefits or remuneration.

25.24A An employee who adopts their spouse's child is entitled to a maximum of five (5) working days of leave, with salary for the first two (2) days only.

This leave may be non-continuous and cannot be taken more than fifteen (15) days after the filing of the application for adoption.

25.25 Clause 25.12 applies to an employee who is entitled to the allowance stipulated in clause 25.23 or 25.24, with the necessary adjustments.

25.26 An employee is entitled to a maximum of ten (10) weeks of leave without pay in view of the adoption of a child, beginning on the date they effectively take charge of the child, unless it is the child of their spouse.

An employee who travels outside Québec to adopt a child other than the child of their spouse obtains leave without pay for the time required for the trip, upon written request to the Employer two (2) weeks in advance if possible.

Despite the provisions of the preceding paragraphs, the leave without pay ends no later than the week following the start of payment of Québec Parental Insurance Plan benefits or employment insurance benefits, at which time the provisions of 25.22A begin to apply.

During this leave without pay, an employee is entitled to the benefits provided in clause 25.28.

SECTION VI
LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

25.27 a) An employee is entitled to one of the following forms of leave:

1) leave without pay of up to a maximum of two (2) years immediately following the maternity leave provided for in clause 25.05;

2) leave without pay of up to a maximum of two (2) years immediately following the paternity leave provided for in 25.21A; the leave must not, however, extend beyond the 125th week after the birth;

3) leave without pay of up to a maximum of two (2) years immediately following the leave for adoption provided for in 25.22A; the leave must not, however, extend beyond the 125th week after the child's arrival in the home.

A full-time employee who does not make use of this leave without pay is entitled to part-time leave without pay over a maximum period of two (2) years. This leave may not extend beyond the 125th week after the child's birth or after the child's arrival in the home.

After giving the Employer at least thirty (30) days' advance notice in writing, an employee is authorized to make one (1) of the following changes once during this leave:

i) from leave without pay to part-time leave without pay or vice versa, as the case may be;

ii) from part-time leave without pay to a different form of part-time leave without pay.

Notwithstanding the preceding paragraph, an employee may make a second change to their leave without pay or part-time leave without pay, providing that they mention it in their initial request for a change.

A part-time employee is also entitled to this part-time leave without pay. However, in the event of a disagreement with the Employer over the number of days of work per week, a part-time employee must work the equivalent of two-and-a-half (2 ½) days per week.

An employee who does not make use of their leave without pay or part-time leave without pay may choose to take leave without pay or part-time leave without pay for the portion of leave that their spouse has not used, by following the prescribed procedures.

When an employee's spouse is not a public sector employee, the employee may choose to use the leave provided for above whenever they so choose in the two (2) years following the birth or adoption of the child, without, however, exceeding the maximum of two (2) years after the date of birth or adoption.

b) An employee who does not take the leave provided for in 25.27 a) may take a maximum of fifty-two (52) weeks of continuous leave without pay after the birth or adoption of a child, starting at a time decided by the employee and ending no later than seventy (70) weeks after the child's birth or, in the case of an adoption, seventy (70) weeks after the child is entrusted to them.

c) During the second (2nd) year of leave without pay, after agreement with the Employer, an employee may register on the availability list of their institution instead of returning to their position. In such a case, the employee is not subject to rules on minimum availability that may be stipulated in the local provisions. The employee is then deemed to be on part-time leave without pay.

25.28 During the leave without pay provided for in clause 25.27, an employee continues to accumulate seniority, retains experience and continues to participate in the applicable basic health insurance plan if they pay their share of the premiums for the first fifty-two (52) weeks of the leave and then the full amount of the premiums for subsequent weeks. Furthermore, they may continue to participate in applicable optional insurance plans if they so request at the beginning of the leave and pays the full amount of the premiums.

While on part-time leave without pay, an employee also accumulates seniority and, by virtue of working, is governed by the rules applicable to part-time employees.

Notwithstanding the preceding paragraphs, an employee accumulates experience for the purposes of determining their salary during the first fifty-two (52) weeks of leave without pay or part-time leave without pay.

During any leave under clause 25.27, employees have the right to apply for a position that is posted and obtain it in accordance with the provisions of the collective agreement as if they were at work.

25.29 Employees may take a postponed period of annual vacation leave immediately before their leave without pay or part-time leave without pay, provided there is no discontinuity with their paternity leave, maternity leave or leave for adoption, as the case may be.

For the purposes of this clause, statutory holidays or floating days off accumulated before the beginning of the maternity or paternity leave or leave for adoption are treated like the postponed annual vacation leave.

25.29A At the end of this leave without pay or part-time leave without pay, the employees may return to their position or a position obtained at their request, as the case may be, in accordance with the provisions of the collective agreement. If the position has been abolished, or if the employee has been bumped, they are entitled to the benefits they would have received if they had been at work.

Similarly, upon returning from leave without pay or part-time leave without pay, employees who do not hold a position return to the assignment that they had when they went on leave if that assignment continues after the end of the leave.

If the assignment has ended, the employee is entitled to any other assignment in accordance with the provisions of the collective agreement.

25.29B Upon presentation of a supporting document, up to one (1) year of leave without pay or part-time leave without pay is granted to an employee whose minor child is emotionally disturbed, handicapped or suffering from a prolonged illness and whose condition requires the presence of the employee in question. The terms and conditions for such leave are those set out in clauses 25.28, 25.31 and 25.32.

SECTION VII
MISCELLANEOUS PROVISIONS

Notice and advance notice

25.30 For paternity and adoption leave**:**

a) The leave provided for in 25.21 and 25.22 is preceded, as soon as possible, by notice from the employee to the Employer.

b) The leave covered by 25.21A and 25.22A is granted upon written request at least three (3) weeks in advance. This advance notice may, however, be shorter if the birth takes place before the due date.

The request must specify the date on which the said leave ends.

The employee must report for work at the end of paternity leave under 25.21A or adoption leave under 25.22A, unless it is extended as provided for in clause 25.31.

An employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is presumed to have resigned.

25.31 The leave without pay covered by clause 25.27 is granted following written request made at least three (3) weeks in advance.

Part-time leave without pay is granted following written request made at least thirty (30) days in advance.

In the case of leave without pay or part-time leave without pay, the request must specify the date for returning to work. The request must also specify how the leave is to be organized in terms of the position held by the employee. Should the Employer disagree with the number of days of leave per week, a full-time employee is entitled to a maximum of two-and-a-half (2 ½) days per week or the equivalent thereof, for up to two (2) years.

In the event of disagreement with the Employer over the scheduling of these days, they are scheduled by the Employer.

An employee and the Employer may agree at any time to reorganize the part-time leave without pay.

25.32 An employee to whom the Employer has sent four (4) weeks' advance notice indicating the date on which the said leave is scheduled to end must give advance notice of their return to work at least two (2) weeks before the end of the said leave. If they do not report for work on the scheduled date, they are deemed to have resigned.

An employee who wishes to end their leave without pay or part-time leave without pay before the scheduled date must give advance notice in writing of their intention to do so at least twenty-one (21) days before returning to work. In the case of leave without pay of more than fifty-two (52) weeks, the advance notice is at least thirty (30) days.

Extending, suspending or splitting the leave

25.33 When an employee's child is hospitalized, the employee may, after agreement with the Employer, suspend paternity leave under clause 25.21A or adoption leave under clause 25.22A by returning to work during the period of hospitalization.

25.33A At the employee's request, paternity leave under 25.21A, adoption leave under 25.22A or full-time leave without pay under clause 25.27 may be split into separate weeks, before the end of the first fifty-two (52) weeks.

The leave may be split if the employee's child is hospitalized, or in a situation covered by Sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards.*

The maximum number of weeks that the leave may be suspended is equal to the number of weeks the child is hospitalized. For the other possibilities of splitting leave, the maximum number of weeks that the leave may be suspended is that provided in the *Act respecting labour standards* for the situation in question.

While the leave is thereby suspended, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the Employer. The employee is covered by clause 25.28 during this period.

25.33B When paternity or adoption leave that has been suspended or split under clause 25.33 or 25.33A is resumed, the Employer pays the employee the allowance they would have been entitled to if they had not suspended or split the leave. The Employer pays the allowance for the number of weeks remaining under 25.21A or 25.22A, as the case may be, subject to clause 25.01.

25.33C An employee who before the end of paternity leave under 25.21A or adoption leave under 25.22A provides the Employer with notice and a medical certificate attesting that the child's state of health so requires, is entitled to an extension of the paternity or adoption leave. The length of this extension is as indicated in the medical certificate.

During this extension, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the Employer. The employee is covered by clause 25.28 during this period.

25.34 An employee who takes paternity leave or leave for adoption provided for in clause 25.21, 25.21A, 25.22, 25.22A or 25.24A is entitled to the benefits stipulated in clause 25.13 insofar as they would normally be entitled to them, and to those stipulated in clause 25.18 of Section II.

25.35 Employees who receive a regional disparities premium pursuant to this collective agreement receives this premium during their maternity leave as provided in Section II.

Similarly, employees who receive a regional disparities premium under the terms of this collective agreement receives this premium during the weeks when they receive an allowance, where applicable, pursuant to 25.21A or 25.22A.

25.36 Any allowance or benefit covered by this article that started being paid before a strike continues to be paid during such a strike.

25.37 In the event that amendments are made to the Québec Parental Insurance Plan, the *Employment Insurance Act* or the *Act respecting labour standards* regarding parental rights, the parties will meet to discuss the potential implications of such changes for the existing parental rights plan.

ARTICLE 26
LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

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

1) Seniority

Employees retain the seniority they have at the time the leave starts except in the following cases:

a) employees retain and accumulate seniority during leave without pay for studies related to their profession for a maximum of twenty-four (24) months;

b) employees retain and accumulate seniority during the first year of leave without pay to teach.

2) Experience

Employees retain the experience acquired at the time the leave starts except in the following cases:

a) during leave without pay to teach for a school board, a general and vocational college (CÉGEP) or a university, the time spent with the school board, general and vocational college or university counts as experience for the purposes of salary, up to a maximum of twenty-four (24) months;

b) employees accumulate experience for a maximum of twenty-four (24) months during leave without pay for studies if the studies are related to the field in which they work, providing they have at least two (2) years of service in the health and social services sector at the time they go on leave to study.

3) Sick leave

When employees terminate their employment or do not return to the Employer when the leave without pay expires, all the sick leave provided under clauses 30.30 and 30.31 may be cashed in at the rate prevailing at the start of their leave without pay and in accordance with the quantum and terms and conditions set out in the agreements in force at the time the person's leave without pay started.

4) Group insurance

During leave without pay, employees are no longer entitled to coverage under the group insurance plan. Upon returning to work, they can be readmitted to the plan. Subject to the provisions of clause 30.16, participation in the basic health

insurance plan is mandatory, however, and they must pay the full cost of all the necessary contributions and premiums on their own.

Employees can continue to participate in the other insurance plans by paying the full cost of all the necessary contributions and premiums for this on their own, subject to the clauses and stipulations of the insurance policy in effect.

5) Exclusion

Except for the provisions of this clause and the other provisions set out in the matters negotiated locally, during their leave without pay, employees are not entitled to the benefits of the collective agreement in force in the institution, just as if they were not employed by the institution, subject to their right to claim previously acquired benefits.

26.02 Leave without pay for studies

An employee who wishes to work part-time during such leave is then deemed to be a part-time employee, subject to 26.01 1).

26.03 Pre-election leave

During pre-election leave, an employee retains all their rights and privileges for a period of thirty (30) days.

26.04 Part-time leave without pay

A full-time employee who takes part-time leave without pay is deemed to be a part-time employee and is governed by the rules on part-time employees for the duration of the part-time leave without pay. The employee continues, however, to accumulate seniority and is entitled to the basic life insurance plan as if they were a full-time employee for a maximum of fifty-two (52) weeks.

26.05 Pension plan

The pension plan of employees on leave without pay is covered by the provisions of the *Act respecting the Government and Public Employees Retirement Plan* (RREGOP) (CQLR, c. R-10). In the case of part-time leave without pay representing more than twenty per cent (20%) of a full-time position, or leave without pay of more than thirty (30) days' duration, employees may continue to participate in the pension plan providing that they pay all the required contributions.

26.06 Leave without pay to work in a northern institution

After agreement with their Employer, employees recruited to work in one (1) of the following institutions:

Côte Nord (09):
- *Centre intégré de santé et de services sociaux de la Côte-Nord*
- CLSC Naskapi

Nord-du-Québec (10):
- *Centre regional de santé et de services sociaux de la Baie-James*

Nunavik (17):
- Tulattavik Health Centre of Ungava
- *Centre de santé Inuulitsivik*

James Bay Cree Territories (18):
- Cree Board of Health and Social Services of James Bay

obtain up to twelve (12) months of leave without pay, upon written request made thirty (30) days in advance.

After agreement with their original employer, this leave without pay may be extended for one or more periods totalling up to forty-eight (48) months.

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

a) Seniority and experience

Seniority and experience acquired by employees during this leave without pay are credited to them upon their return.

b) Annual vacation leave

The Employer pays employees remuneration corresponding to the number of days of annual vacation leave accumulated up to the date on which they go on leave without pay.

c) Sick leave

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

If, however, the employee terminates their employment or if, at the end of the leave without pay, they do not return to the Employer, all the sick leave may be cashed in at the rate in force at the time the employee's leave without pay started, in accordance with the quantum and terms and conditions set out in the collective agreement in force at the time the employee's leave without pay started.

d) Pension plan

During leave without pay, an employee's pension plan is not adversely affected in any way if the employee returns to work within the authorized period.

e) Group insurance

Employees are no longer entitled to participate in the group insurance plan during their leave without pay. They are nonetheless entitled to participate in the group insurance plan in force in the institution where they work, as of the time they started working there.

f) Exclusion

During their leave without pay, employees are not entitled to the benefits of the collective agreement in force nor can they acquire or accumulate rights or benefits that may give them a benefit of any kind after they return, except insofar as expressly stipulated in this clause and subject to their right to claim benefits acquired previously.

g) Terms and conditions for the return to work

Employees may return to their position with the original employer providing that they notify the Employer in writing at least thirty (30) days in advance.

If, however, the position that they held when they went on leave without pay is no longer available, employees must use the bumping and/or layoff procedure set out in Article 14.

If they fail to use these provisions when it is possible for them to do so, employees are deemed to have resigned.

h) Right to apply

Employees may apply for and obtain a position in complying with the provisions of the collective agreement, providing they can begin work within thirty (30) days of being appointed.

ARTICLE 27
LEAVE WITH DEFERRED PAY PLAN

27.01 Definition

The purpose of the leave with deferred pay plan is to enable employees to average their salary over a defined period of time so as to be able to take leave. It is not designed to provide benefits when employees retire or to defer income tax.

The plan includes a period during which employees contribute, and a period of leave.

27.02 Duration of the plan

The duration of a leave with deferred pay plan may be two (2), three (3), four (4) or five (5) years, unless it is extended as a result of the application of the provisions in 27.06 f), g), j), k) or l). However, the length of the plan, including extensions, cannot exceed seven (7) years under any circumstances.

27.03 Duration of the leave

The duration of the leave may be six (6) to twelve (12) consecutive months, as provided in 27.06 a), and it may not be interrupted for any reason whatsoever.

The duration of the leave may be three (3) months if it is leave for the purpose of pursuing full-time studies in an institution recognized under the *Income Tax Act* (RSC, c. 1, 5th Supp.). Such leave can only be taken in the last three (3) months of the plan.

The leave must begin at the latest at the end of a maximum of six (6) years after the date on which the plan began, failing which the relevant provisions of 27.06 n) apply.

Except for the provisions of this clause, during this leave employees are not entitled to the benefits of the collective agreement in force in the institution, just as if they were not employed by the institution, subject to their right to claim previously acquired benefits and the provisions of Articles 11 and 12.

During this leave, employees may not receive any remuneration from the Employer, or from another person or company whose relationship with the Employer is not at arm's length, other than the amount corresponding to the percentage of their salary as provided in 27.06 a) plus, if applicable, the amounts the Employer is required to pay for employee benefits under clause 27.06.

27.04 Conditions of eligibility

Employees may be entitled to a leave with deferred pay plan after requesting it from the Employer, who cannot refuse without a valid reason. They must meet the following conditions:

a) have a position;

b) have completed two (2) years of service;

c) make a written request specifying:

- the duration of their participation in a leave with deferred pay plan;
- the duration of the leave;
- when the leave is to be taken.

These terms must be agreed upon with the Employer and recorded in the form of a written contract that also includes the provisions of this plan.

d) not be on disability leave or leave without pay at the time the contract comes into force.

27.05 Return to work

At the end of the leave, employees may return to their position with the Employer. If, however, the position that they held at the time they went on leave is no longer available, they must use the bumping and/or layoff procedure provided for in Article 14.

At the end of the leave, employees must continue working for the Employer for a length of time at least equivalent to the length of their leave.

27.06 Terms of implementation

a) Salary

During each of the years covered by the plan, employees receive a percentage of the salary on the basic salary that they would receive if they were not participating in the plan, including, where applicable, responsibility premiums, supplements and additional remuneration provided for in Article 17 and Appendix 1, as the case may be. The applicable percentage is determined in accordance with the following table:

	Duration of the plan			
Duration of leave	**2 YEARS %**	**3 YEARS %**	**4 YEARS %**	**5 YEARS %**
3 months	87.5	91.67	N/A	N/A
6 months	75.0	83.34	87.5	90.0
7 months	70.8	80.53	85.4	88.32
8 months	N/A	77.76	83.32	86.6
9 months	N/A	75.0	81.25	85.0
10 months	N/A	72.2	79.15	83.32
11 months	N/A	N/A	77.07	81.66
12 months	N/A	N/A	75.0	80.0

The other premiums are paid to employees in accordance with the provisions of the collective agreement, providing they are normally entitled to them, just as if they were not participating in the plan. During the period of leave, however, the employee is not entitled to these premiums.

b) Pension plan

For the purposes of applying pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions provided for in this article, is equal to one (1) year of service, and average salary is established on the basis of the salary that the employees would have earned if they had not participated in the leave with deferred pay plan.

For the duration of the deferred pay plan, employees' contributions to the pension plan are calculated on the basis of the percentage of salary that they receive in accordance with 27.06 a).

c) Seniority

During this leave, an employee retains and accumulates seniority.

d) Annual vacation leave

During this leave, an employee is deemed to accumulate service for annual vacation leave purposes.

For the duration of the deferred pay plan, annual vacation leave is paid on the basis of the percentage of salary set out in 27.06 a).

If the duration of the leave is one (1) year, the employee is deemed to have taken the amount of paid annual vacation to which they are entitled. If the length of the leave is less than one (1) year, the employee is deemed to have taken the amount of paid annual vacation to which they are entitled, prorated to the length of the leave.

e) Sick leave

During this leave, an employee is deemed to accumulate days of sick leave.

For the duration of the deferred pay plan, days of used or unused sick leave are remunerated in accordance with the percentage of salary set out in 27.06 a).

f) Disability insurance

If a disability occurs during the leave with deferred pay plan, the following provisions apply:

1. If it occurs during the leave, the disability is presumed not to have occurred.

   If the employee is still disabled at the end of the leave, after exhausting the waiting period they receive disability insurance benefits equal to 80% of the percentage of salary set out in 27.06 a), for as long as they are eligible under the provisions of clause 30.19. If the date of the end of the contract arrives while the employee is still disabled, full disability insurance benefits apply.

2. If the disability occurs before the leave is taken, the employee has the following options:

   - The employee may continue to participate in the plan, in which case, after exhausting the waiting period, they receive disability insurance benefits equal to 80% of the percentage of salary set out in 27.06 a) for as long as they are eligible under the provisions of clause 30.19.

     If the employee is disabled at the start of their leave and the end of the leave coincides with the time the plan is scheduled to end, they may temporarily discontinue their participation in the plan until the end of the disability. During this period in which their participation is temporarily interrupted, the employee receives full disability insurance benefits for as long as they are eligible under the provisions of clause 30.19 and then begin their leave on the day the disability ends.

   - They may suspend participation in the plan. In such a case, the employee, after exhausting the waiting period, receives full disability insurance benefits for as long as they are eligible under the provisions of clause 30.19. Upon returning to work, the employee's participation in the plan is extended for a period of time equal to the duration of the disability.

If the employee is still disabled at the time the leave is scheduled to begin, they may postpone the leave to a time when they are no longer disabled.

3. If their disability occurs after the leave, after exhausting the waiting period the employee receives disability insurance benefits equal to 80% of the percentage of salary set out in 27.06 a) for as long as they are eligible under the provisions of clause 30.19. If the employee is still disabled at the end of the plan, they receive full disability insurance benefits.

4. If the employee is still disabled after the time limit in 13.08 2) expires, the contract is terminated and the following provisions apply:

   - if the employee has already taken the leave, any salary that was overpaid is not repayable, and one (1) year of service for purposes of participation in the pension plan is recognized for each year of participation in the leave with deferred pay plan;

   - if the employee has not yet taken the leave, contributions withheld on their pay are reimbursed without interest and without being subject to contributions to the pension plan.

5. Notwithstanding 27.06 f)-2 and 27.06 f)-3, a part-time employee's contributions to the plan are suspended while they are disabled, and after exhausting the waiting period the employee receives full disability insurance benefits for as long as they are eligible under the provisions of clause 30.19. The employee may then exercise one of the following options:

   - they may suspend participation in the plan. Upon returning to work, their participation is extended for a period of time equal to the duration of the disability;

   - if the employee does not wish to suspend participation in the plan, the period of disability is then deemed to be a period of participation in the plan for the purposes of applying 27.06 q).

   For the purposes of applying 27.06 f), an employee who is disabled by an employment injury is deemed to be receiving disability insurance benefits.

g) Leave without pay or absence without pay

For the duration of the deferred pay plan, employees' participation is suspended when they are on leave or on an absence without pay. Upon their return to work, their participation is extended by a period of time equal to the duration of the leave or the absence. In the case of part-time leave without pay, for any time worked, employees receive what they would be paid if they were not participating in the plan.

However, any leave without pay or absence without pay of one (1) year or more, with the exception of that provided in clause 25.27, amounts to a withdrawal from the plan, and the provisions of 27.06 n) apply.

h) Leave with pay

For the duration of the deferred pay plan, leave with pay that is not mentioned in this article is paid in accordance with the percentage of salary set out in 27.06 a).

Leave with pay occurring during the period of leave is deemed not to have been taken.

i) Floating days off

During the leave, an employee is deemed to be accumulating service for the purposes of floating days off.

For the duration of the deferred pay plan, floating days off are paid in accordance with the percentage of salary set out in 27.06 a).

If the length of leave is one (1) year, the employee is deemed to have taken the annual quantum of floating days off to which they are entitled. If the leave is for less than one (1) year, the employee is deemed to have taken the annual quantum of floating days off to which they are entitled, prorated to the length of the leave.

j) Maternity, paternity or adoption leave

If the maternity leave occurs during the contribution period, participation in the leave with deferred pay plan is suspended. Upon the employee's return to work, participation is extended for a maximum of twenty-one (21) weeks. During this maternity leave, benefits are determined on the basis of the salary that the employee would have been paid if they were not participating in the plan.

If the paternity or adoption leave occurs during the contribution period, participation in the leave with deferred pay plan is suspended. Upon the employee's return to work, participation in the plan is extended for a maximum of five (5) weeks. During this paternity or adoption leave, benefits are determined on the basis of the salary that the employee would have been paid if they were not participating in the plan.

k) Protective leave

For the duration of the deferred pay plan, an employee's participation is suspended if they take protective leave. Upon the employee's return to work, participation is extended by a length of time equal to the duration of the protective leave.

l) Professional development

For the duration of the deferred pay plan, an employee's participation is suspended if they benefit from leave for professional development purposes. Upon the employee's return to work, participation is extended for a period of time equal to the duration of the leave.

m) Layoff

If an employee is laid off, the contract is terminated on the date of the layoff and the provisions of 27.06 n) apply.

The employee does not, however, lose any rights with respect to the pension plan. Thus one (1) year of service is credited for each year of participation in the leave with deferred pay plan, and the salary amount that was not paid out is reimbursed without interest and without being subject to contributions to the pension plan.

An employee who is laid off and benefits from job security under clause 15.03 continues to participate in the leave with deferred pay plan as long as they are not reassigned to another institution by the provincial workforce service (SNMO). Once this is done, the provisions of the two (2) preceding paragraphs apply to such an employee. However, an employee who has already taken the leave continues to participate in the leave with deferred pay plan with the employer to whom they are reassigned by the SNMO. An employee who has not yet taken the leave may continue to participate in the plan, providing that the new employer accepts the terms and conditions of the contract or that the employee can agree with the new employer on other dates for taking the leave.

n) Breach of contract due to termination of employment, retirement, withdrawal or expiry of the seven (7)-year time limit on the duration of the plan or the six (6)-year time limit for the start of the leave

I- If the leave has been taken, the employee must reimburse, without interest, the salary received during the leave prorated to the period of time remaining in the plan in relation to the contribution period.

II- If the leave has not been taken, the employee is reimbursed an amount equal to the contributions withheld on their pay up until the date of the breach of contract (without interest).

III- If the leave is in progress, the amounts owed by either party are calculated as follows: the amount received by the employee during the leave minus the amounts already deducted from the employee's earnings in fulfilment of the contract. If the balance is negative, the Employer reimburses it to the employee (without interest); if the balance is positive, the employee reimburses it to the Employer (without interest).

For the purpose of the pension plan, the pension credits that are recognized are what would have been credited if the employee had never participated in the leave with deferred pay plan. Thus, if the leave has been taken, contributions paid during the leave are used to compensate for the missing contributions for years worked, with a view to making up the pension discrepancies for that period; the employee may, however, buy back the lost period of service on the same conditions as for leave without pay under the *Act respecting the Government and Public Employees Plan* (CQLR, c. R-10), the Teachers Pension Plan (CQLR, c. R-11) and the Public Sector Superannuation Plan CQLR, c. R-12).

Moreover, if the leave has not been taken, the missing contributions needed to credit the total number of years worked are deducted from the reimbursement of contributions withheld on pay.

o) Breach of contract due to the employee's death

If an employee dies while a leave with deferred pay plan is in effect, the contract ends on the date of the employee's death and the following provisions apply:

- if the employee had already taken the leave, the contributions withheld from pay are not payable and one (1) year of service for purposes of participation in the pension plan is recognized for each year of participation in the leave with deferred pay plan;

- if the employee had not already taken the leave, the contributions withheld from pay are reimbursed without interest and without being subject to contributions for pension plan purposes.

p) Dismissal

If an employee is dismissed while a leave with deferred pay plan is in effect, the contract ends on the date the dismissal becomes effective. The conditions set out in 27.06 n) apply.

q) Part-time employee

Part-time employees may participate in a leave with deferred pay plan. However, they can only take the leave after completing the contribution period.

Furthermore, the salary that such an employee receives during the leave is based on the average number of hours worked, excluding overtime, during the years of participation preceding the leave.

Fringe benefits under clauses 38.03 and 38.04 are calculated and paid on the basis of the percentage of salary set out in 27.06 a).

r) Change of status

An employee whose status changes during their participation in a leave with deferred pay plan may exercise one of the following options:

I- they may end the contract, on the conditions set out in 27.06 n);

II- they may continue to participate in the plan and will then be treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking the leave is deemed to still be a full-time employee for the purpose of determining their contribution to the leave with deferred pay plan.

s) Group insurance plans

During leave, employees continue to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums themselves, in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 30.16, participation in the basic health insurance plan is mandatory, and employees must pay all the necessary contributions and premiums themselves.

While the plan is in effect, the insurable salary is that provided in 27.06 a). However, an employee may maintain an insurable salary based on what they would be paid if they were not participating in the plan, by paying the extra part of the applicable premiums.

ARTICLE 28
LIABILITY INSURANCE

Except in cases of gross negligence, the Employer undertakes to subscribe a civil liability insurance policy to protect employees who could incur civil liability by the mere fact of performing their duties.

If the Employer does not take out a liability insurance policy, or if the insurer refuses to cover such a risk, the Employer then assumes responsibility for defending the employee, except in cases of gross negligence, and agrees not to file any claim against the employee in this respect.

ARTICLE 29
PROFESSIONAL RELATIONS COMMITTEE AND WORK OVERLOAD

SECTION I
PROFESSIONAL RELATIONS COMMITTEE

29.01 Continuance of the committee

The parties have sixty (60) days from the date the collective agreement comes into force to continue or, as the case may be, to set up the local advisory committee known as the "professional relations committee."

29.02 Composition of the committee

The committee is composed of representatives designated by the Employer and representatives designated by the Union. The number and choice of these representatives may vary depending on the topics discussed. The number must not, however, exceed three (3) for each party, except in extraordinary circumstances.

29.03 Role and duties of the committee

The role and duties of this committee, which is purely advisory, are to:

a) establish a recognized, direct procedure for communications between employees, on the one hand, and the management of an activity centre and the institution, on the other;

b) allow for a systematic, in-depth examination of local professional problems that the parties have a common interest in resolving;

c) promote a spirit of co-operation between employees and management;

d) examine ways of improving the effectiveness and general operations of an activity centre, in part through the distribution of the work;

e) examine ways of improving employees' satisfaction at work;

f) discuss grievances before the request for arbitration with a view to examining them and finding satisfactory solutions;

g) examine ways of facilitating the establishment and accessibility of atypical work schedules;

h) discuss employees' professional practice and conditions of practice.

The local parties may agree on any other mandate pertaining to matters of local jurisdiction.

29.04 Internal rules

Once appointed, the committee must establish its own administrative rules for how it operates and decide on the frequency of meetings.

29.05 Leave with no loss of salary

If committee meetings are held entirely or partly during regular working hours, the Employer gives the representatives designated by the Union leave with no loss of salary.

SECTION II
WORK OVERLOAD

29.06 The professional relations committee is also charged with examining employees' complaints about workload.

29.07 The committee meets at the request of either party within five (5) days of receiving a written complaint.

29.08 The committee has twenty (20) days from the request for a meeting to render a decision in writing if the request comes from one employee, and twenty-five (25) days in the case of a request from more than one employee. Each party has one vote in making the decision.

29.09 A unanimous decision is enforceable. If following the committee's meeting there is no unanimous decision, or if the Employer is responsible for the committee not meeting within the required time set out in clause 29.07, the Union has fifteen (15) days to file for arbitration by sending the Employer notice.

29.10 The parties may proceed before an arbitrator chosen by common consent. Failing agreement, the arbitrator is appointed by the Minister Responsible for Labour.

29.11 The arbitrator determines whether there is a work overload and orders the Employer to remedy it, where applicable. The choice of methods is up to the Employer.

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

29.13 At the Union's request, the arbitrator must sit between the thirtieth (30^{th}) and sixtieth (60^{th}) day after the decision for the purpose of determining whether the method used by the Employer has in fact eliminated the work overload. If not, the arbitrator imposes the measures to be taken to eliminate it.

29.14 For the purposes of applying this section, work overload (overwork) is weighed in relation to the workload normally required for all comparable job titles in the institution.

29.15 The time limits set out in this section may be modified with the parties' consent.

SECTION III
ORGANIZATIONAL CHANGE

29.16 Once a year on a date determined by the Employer, the Employer informs the professional relations committee in writing of foreseeable organizational changes that would affect the employment relationship or cause transfers of employees in the coming twelve (12) months. The Union may make the representations it deems useful in this regard to the Employer.

ARTICLE 30
INSURANCE PLANS

SECTION I
GENERAL PROVISIONS

30.01 In the event of death, illness or accident, employees covered by this agreement are entitled to the plans described hereinafter as of the date indicated and until their effective retirement, regardless of whether they have completed their probation period.

a) Every employee who holds a position, hired on a full-time basis or for seventy per cent (70%) or more of full-time: after one (1) month of continuous service.

Every employee who does not hold a position, hired on a full-time basis or for seventy per cent (70%) or more of full-time: after three (3) months of continuous service.

The Employer pays the full contribution to the basic health insurance plan for these employees.

b) Part-time employees and employees who do not hold positions and who work less than seventy per cent (70%) of full-time: after three (3) months of continuous service, and the Employer in this case pays half of the contribution payable for the basic health care plan for a full-time employee, with the employee paying the balance of the Employer's contribution as well as their own contribution.

A new part-time employee who works less than seventy per cent (70%) of full-time or who does not hold a position is excluded from the insurance plans under this article until they have completed three (3) months of continuous service, after which they are then covered under a) or b) until the 1st of January that immediately follows, depending on the percentage of time worked during these three (3) months.

On January 1 of each year, part-time employees and employees who do not hold positions who have completed three (3) months of continuous service become covered under a) or b) for the next twelve (12) months, depending on the percentage of time worked during the period between November 1 and October 31 of the previous year.

The above-mentioned period of thirty (30) days or three (3) months does not apply in the following cases:

1) when after leaving the Employer for good, an employee returns to the same Employer within a period of no more than thirty (30) calendar days of leaving;

2) when an employee changes employers and no more than thirty (30) days elapse between the time they leave the previous Employer and begin working for the new Employer, providing that the same disability insurance plan exists with the new Employer.

In such cases, for the purposes of applying clause 30.19, the last weeks of employment before the employee's departure are used as a reference period for completing the period of fifty-two (52) calendar weeks.

At the end of the period of three (3) months of continuous service mentioned in 30.01 b)-2), a new part-time employee or employee who does not hold a position who works twenty-five per cent (25%) or less of full-time must apply to be covered under the insurance plans provided for in this article. The application must be made in writing within ten (10) calendar days of receiving written notice from the Employer indicating the percentage of time worked during the period of three (3) months of continuous service.

An employee whose hours of work went down to twenty-five per cent (25%) or less of full-time during the period from November 1 to October 31 of the previous year ceases to be covered by the insurance plans set out in this article unless they apply for coverage in writing within ten (10) calendar days of receiving written notice from the Employer indicating the percentage of time worked during the reference period. The requested coverage becomes effective on the following January 1.

A part-time employee or an employee without a position who works twenty-five per cent (25%) or less of full-time and who decides in accordance with these provisions not to apply for coverage under the insurance plans provided for in this article may modify this choice and apply for coverage by November 30 at the latest. The requested coverage becomes effective on the following January 1.

Notwithstanding the above, and subject to the provisions of clause 30.16, participation in the basic health insurance plan is mandatory.

30.02 For the purposes of this article, dependants, spouses, an employee's dependent children and persons with a functional impairment are defined as follows:

i) spouse: as defined in Article 1 of the collective agreement.

However, the dissolution or annulment of a marriage or civil union results in the loss of the status of spouse, as does a *de facto* separation for more than three (3) months in the case of a common-law marriage or the dissolution or annulment of a civil union. A married person who does not live with their spouse may designate that person as their spouse for the insurer. They may also designate another person instead of a legal spouse if the other person corresponds to the definition of spouse set out in Article 1.

ii) dependent child: as defined in Article 1 of the collective agreement.

iii) person with a functional impairment: a person who is legally an adult and does not have a spouse who has a functional impairment as defined in the *Regulation respecting the basic prescription drug insurance plan* (CQLR c. A-29.01, r. 4) that occurred before they turned eighteen (18), who receives no other benefits under a last-resort financial assistance program provided in the *Individual and Family Assistance Act* (CQLR, c. A-13.1.1) and who resides with an employee who would have parental authority over them if they were a minor.

30.03 Definition of disability

Disability means a state of incapacity resulting from an illness, including an accident or a complication of pregnancy, a tubal ligation, vasectomy or similar forms of family planning or an organ or bone marrow donation, that is being monitored medically and that renders the employee totally incapable of performing the usual duties of their job or any comparable job with similar remuneration that the Employer offers them.

30.04 A period of disability is defined as any continuous period of disability or a series of successive periods separated by a period of actual full-time work or availability for full-time work, unless the employee establishes to the satisfaction of the Employer or the latter's representative that a subsequent period should be attributed to an illness or accident that is completely unrelated to the cause of the preceding disability.

This period of actual full-time work or availability for full-time work is:

i) less than fifteen (15) days if the duration of the disability is less than one hundred and four (104) weeks;

ii) less than ninety (90) days if the duration of the disability is equal to or greater than one hundred and four (104) weeks.

30.05 Periods of disability resulting from illness or injury voluntarily caused by the employees themselves, from alcoholism or drug addiction, from active participation in a riot, insurrection or criminal acts or from service in the armed forces, are not recognized as a period of disability for the purposes of this article.

However, a period of disability resulting from alcoholism or drug addiction during which the employee receives treatment or medical care aimed at their rehabilitation is recognized as a period of disability.

30.06 In return for the Employer's contribution to the insurance benefits provided below, the total rebate authorized by Employment and Social Development Canada (ESDC) in the case of a registered plan accrues to the Employer.

30.07 The provisions on life, health and disability insurance plans in the last collective agreement remain in force until this agreement comes into force, except for employees who were disabled on that date, who remain covered by the disability insurance plan described in the last collective agreement.

The basic health insurance plan and supplementary insurance plans established in accordance with the provisions of the last collective agreement that exist on the date on which this collective agreement is signed are extended until they are replaced by new plans established in accordance with the provisions of clause 30.10 of this collective agreement.

SECTION II
INSURANCE COMMITTEE

30.08 The union insurance committee is responsible for establishing the basic health insurance plan and the optional life, health and disability insurance plans, which are part of the insurance contract.

The contract must stipulate that the *Comité patronal de négociation du secteur de la Santé et des Services sociaux* (CPNSSS) is allowed to obtain all useful and relevant information or statistical compilations that the insurer provides to the union committee.

The CPNSSS receives a copy of the book of specifications, the list of insurance companies bidding on the contract and a copy of the contract. The CPNSSS is informed of any change to the contract, and any changes affecting the administration of the plans must be agreed upon by the negotiating parties. There must be a period of at least sixty (60) days after written notice is given to the CPNSSS before any change in premiums can become effective.

The CPNSSS and the APTS meet as needed to resolve problems related to the administration of the basic health insurance plan and optional plans.

The Employer carries out the work required to establish and implement the basic health insurance plan and optional plans in accordance with the terms of the contract concluded between the insurer and the union committee. The Employer co-operates on any campaign regarding the insurance plans. More specifically, the Employer performs the following operations:

a) providing information to employees;

b) handling employee enrolment and withdrawal;

c) forwarding to the insurer employees' applications to join a plan and information that is relevant for the insurer to keep employees' files up to date;

d) forwarding to the insurer requests to withdraw from insurance plans;

e) collecting the necessary contributions and remitting to the insurer the premiums deducted or received from employees, as the case may be;

f) giving employees application and claim forms, bulletins, pamphlets and insurance certificates supplied by the insurer;

g) providing information normally required from the Employer by the insurer to settle certain claims;

h) providing the insurer with the names of employees who have informed the Employer of their decision to retire.

30.09 The insurance contract must be with an insurance company whose head office is located in Québec.

30.10 The insurance contract may establish a maximum of four (4) supplementary plans, the costs of which are borne entirely by participants. The number of plans with a given Employer is, however, limited to three (3), unless a majority of employees with a given employer opt to implement four (4) plans, in which case the four (4) plans apply, without any possibility of combining them.

Terms of supplementary plans

1) If one or more supplementary plans are established, they may involve health, salary or life insurance benefits.

2) Supplementary disability insurance coverage must meet certain specific criteria, i.e.:

a) the waiting period cannot be less than twenty-four (24) months;

b) after-tax benefits payable to the beneficiary cannot exceed eighty per cent (80%) of the person's after-tax pay, including benefits that they may receive from any other source, in particular under the *Automobile Insurance Act* (CQLR, c. A-25), the *Act respecting the Québec Pension Plan* (CQLR, c. R-9), the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001) and the various laws on pension plans; this maximum must not be interpreted as setting the same limit for benefits that an employee may receive from other sources.

SECTION III
BASIC LIFE INSURANCE PLAN

30.11 An employee covered by 30.01 a) is entitled to $6,400.00 of life insurance.

An employee covered by 30.01 b) is entitled to $3,200.00 of life insurance.

The Employer pays the full cost of premiums involved in this clause.

30.12 Employees who on the date the 1972 collective agreement was signed were entitled, under a group plan to which the Employer contributed, to a greater amount of life insurance than that provided herein and who remained insured during the last collective agreement for the difference between the higher amount and the amount provided by the plan then in force, as well as retired employees who on that date were entitled to such insurance and who continued to be entitled to it during the same period, may continue this coverage providing that:

a) they apply in writing to their Employer on the prescribed form no more than six (6) months after the collective agreement comes into force;

b) they pay each month the first $0.40 of the cost of each $1,000.00 of this insurance.

SECTION IV
BASIC HEALTH INSURANCE PLAN

30.13 1) Terms of the basic plan

The basic plan covers, in accordance with the terms and conditions of the contract, medication prescribed by a physician or dentist and sold by a licensed pharmacist or duly authorized physician.

2) Potential option in the basic plan

Depending on the Employer and employee contributions still available, the terms of the basic plan may be structured, again in accordance with the terms and conditions of the contract, so as to include part or all of the following benefits:

- transportation by ambulance;

- medical and hospital expenses not otherwise reimbursable when the insured employee is temporarily outside Canada and their condition requires hospitalization outside Canada;

- purchase of an artificial limb following an accident that occurs during the insured period;

- other supplies or services prescribed by an attending physician and necessary for treating the illness;

- hospitalization charges up to the equivalent of the cost of a semi-private room.

30.14 The Employer's contribution to the basic health insurance plan for any employee cannot exceed the lesser of the following amounts in each pay period:

a) for participating employees insured for themselves and dependants:

- pay every 14 days: $17.91
- pay every 7 days: $8.97

b) for participating employees insured for themselves alone:

- pay every 14 days: $7.17
- pay every 7 days: $3.57

c) twice the contribution paid by participating employees themselves for benefits under the basic plan, excluding the cost of a semi-private hospital room.

30.15 The contract must stipulate that the Employer's contribution is waived as of the one hundred and fifth (105th) week of an employee's disability.

30.16 Participation in the basic health insurance plan is mandatory.

If employees are on a leave of absence without pay, they must pay the full cost of all the necessary contributions and premiums.

By giving the Employer advance notice, employees may refuse or cease to participate in the basic health insurance plan, providing that they establish that they are insured under a group insurance plan or an employee benefit plan offering similar benefits or, if the contract allows, the RAMQ's basic prescription drug insurance plan.

30.17 Employees may continue to participate in the group insurance plan while on suspension or after being dismissed until an arbitration award is rendered, if they themselves pay all the contributions and premiums necessary for this, subject to the clauses and stipulations of the insurance contract in effect. The Employer is, however, no longer responsible for collecting premiums and contributions in the case of an employee who has been dismissed.

Subject to the provisions of clause 30.16, however, an employee's participation in the basic health insurance plan is mandatory during a suspension, and employees must pay all necessary contributions and premiums themselves.

30.18 An employee who has refused or who ceases to participate in the health insurance plan may participate once again in accordance with the terms and conditions set out in the contract.

SECTION V
DISABILITY INSURANCE

30.19 Subject to the provisions of this agreement, employees are entitled to the following for each period of disability during which they are absent from work:

a) payment of benefits equal to the salary they would receive if they were at work, up to the number of accumulated days of sick leave credited or five (5) working days, whichever is the lesser number.

If, however, an employee must be absent from work because of illness without having enough days credited to cover the first five (5) working days of absence, they can use in advance the days that they will accumulate up to November 30 of the current year. An employee who leaves the position before the end of the year, however, must reimburse the Employer out of their last pay, at the rate prevailing at the time of their departure, for the days of sick leave taken in advance and not yet earned.

b) payment of benefits equal to eighty per cent (80%) of the regular salary they would receive if they were at work, from the sixth (6^{th}) working day on, for up to one hundred and four (104) weeks.

For part-time employees and employees who do not hold positions, the amount of benefits is prorated to the amount of time worked in the fifty-two (52) calendar weeks preceding the disability compared to the amount of benefits payable on a full-time basis. Weeks during which a period of absence has been authorized for illness, annual vacation leave, maternity, paternity or adoption leave or protective leave or for an absence without pay provided for in the collective agreement are excluded from the calculation.

The calculation must, however, be based on a minimum of twelve (12) weeks. If this is not the case, the Employer takes into consideration weeks prior to the period of fifty-two (52) weeks until the calculation can be done on the basis of twelve (12) weeks.

If the period between the employee's last date of hiring and the date of disability does not allow the calculation to be based on a minimum of twelve (12) weeks, the calculation is then based on the said period.

c) For any period of disability stipulated in a) and b) above, the employee accumulates experience for purposes of advancing on the salary scale.

d) Rehabilitation

Throughout the entire period of disability up to a maximum of thirty-six (36) months from the start of this period, employees who receive disability insurance benefits may, on the recommendation by the physician designated by the Employer or at the employee's request and on the recommendation of their attending physician, benefit from one (1) or more periods of rehabilitation in their position or, if this has ended, in another assignment. This rehabilitation is possible with the Employer's consent, providing that it can enable the employee to perform all their usual tasks.

On the recommendation of the Employer's designated physician, the Employer may extend a rehabilitation period. The Employer and the employee may also agree to extend a period of rehabilitation on the recommendation of the attending physician.

e) Temporary assignment

During the entire period of disability and up to maximum of thirty-six (36) months from its start, subject to the provisions of clause 15.01, the Employer may, on the recommendation of the employer-designated physician or with the consent of the attending physician, temporarily assign an employee receiving disability insurance benefits to duties corresponding to their residual abilities, ahead of employees on the availability list. Such an assignment must not be hazardous to the employee's health, safety or physical well-being.

The Employer may extend a period of temporary assignment if the employer-designated physician so recommends. The Employer and the employee may also agree to extend a period of temporary assignment on the recommendation of the attending physician.

f) During any period of rehabilitation or temporary assignment, employees continue to be covered by the disability insurance plan. They are entitled to salary for the proportion of time worked, on the one hand, and to the applicable benefits for the proportion of time not worked, on the other. In the case of a part-time employee or an employee who does not hold a position, the time not worked is equal to the difference between the number of days corresponding to the average established for the purpose of calculating benefits and the number of days worked.

A period of rehabilitation or temporary assignment does not have the effect of interrupting the period of disability or extending the period during which full or reduced disability insurance benefits are paid beyond one hundred and four (104) weeks of benefits for a given disability.

At the end of a period of rehabilitation or temporary assignment, employees may return to their position if they are no longer disabled. Similarly, employees who do not have a position continue their assignment. If the assignment has ended, employees are entitled to any other assignment in accordance with the provisions of the collective agreement. If their disability persists, employees continue to receive benefits for as long as they are eligible.

30.20 Employees continue to participate in their plan as stipulated in Article 41 (Pension plan) as long as benefits under 30.19 b) continue to be payable, including the waiting period, and for one (1) additional year if they are disabled at the end of the twenty-fourth (24) month, unless they return to work, die or retire before the end of this period. Employees are exempted from contributing to the pension plan without any loss of pension rights as soon as the benefits under 30.19 a) cease to be paid or when the period of time stipulated in the second (2nd) paragraph of 30.34 expires, as the case may be. The provisions on contribution waivers constitute an integral part of the provisions of the pension plan. Subject to the provisions of the collective agreement, payment of benefits must not be interpreted as conferring employee status on the person receiving benefits or as enhancing their rights as such, particularly with respect to the accumulation of sick days.

30.21 Disability insurance benefits are reduced by the initial amount of all disability compensation payable under any legislation, in particular Québec's *Automobile Insurance Act,* the *Act respecting the Québec Pension Plan,* the *Act respecting industrial accidents and occupational diseases* and the various laws on pension plans, disregarding subsequent increases resulting from cost-of-living clauses. The following provisions apply more specifically:

A) If the disability entitles an employee to disability compensation payable under the *Act respecting the Québec Pension Plan* or the various laws on pension plans, disability insurance benefits are reduced by the amount of such disability compensation.

B) If the disability entitles an employee to disability compensation payable under Québec's *Automobile Insurance Act,* the following provisions apply:

i) for the period covered by 30.19 a), if the employee has days of sick leave banked, the Employer pays the employee, if applicable, the difference between their net salary[1] and the compensation payable by the SAAQ. The accumulated bank of days of sick leave is reduced in proportion to the amount thus paid.

ii) for the period covered by 30.19 b), the employee receives, if applicable, the difference between eighty-five per cent (85%) of their net salary[1] and the compensation payable by the SAAQ.

C) In the case of an employment injury entitling an employee to the income replacement indemnity paid under the *Act respecting industrial accidents and occupational diseases,* the following provisions apply:

i) The employee receives ninety per cent (90%) of their net salary[1] from the Employer until their injury is consolidated, without, however, exceeding one hundred and four (104) weeks from the start of the period of disability.

ii) If the date of consolidation of the injury comes before the one hundred and fourth (104th) week from the start of the period of continuous absence caused by an employment injury, the disability insurance plan provided under clause 30.19 applies if the employee is still disabled within the meaning of clause 30.03 as a result of the same injury, and in such a case, the date of the start of such an absence is deemed to be the date of the start of the disability for disability insurance purposes.

iii) Benefits paid by the *Commission des normes, de l'équité et de la santé et de la sécurité du travail du Québec* (CNESST) for the same period accrue to the Employer, up to the amounts stipulated in i) and ii).

The employee must sign the forms required to allow this reimbursement to the Employer.

The employee's bank of days of sick leave is not affected by such an absence, and the employee is deemed to be receiving disability insurance benefits.

No disability insurance benefits may be paid for a disability compensated under the *Act respecting industrial accidents and occupational diseases* when the employment injury entitling the employee to compensation occurred with another Employer, subject to the provisions of clause 15.13 in this agreement. In such a case, the employee is required to inform the Employer of such an event and the fact that they are receiving an income replacement indemnity.

[1] Net salary means gross salary minus federal and provincial income tax and Québec Pension Plan and Employment Insurance Plan contributions.

To receive benefits under clause 30.19 and this clause, an employee must inform the Employer of the amount of weekly benefits payable under any law.

30.22 Payment of benefits ceases with the payment provided for the last week of the month in which an employee effectively retires. The amount of the benefit is adjusted, if need be, by 1/5 of the amount stipulated for a full week, for each working day of disability during the regular week of work.

30.23 No benefits are payable during a strike unless it is for a disability that began before the strike.

30.24 Benefits payable both as days of sick leave and as disability insurance are paid directly by the Employer, but conditional on the employee submitting reasonably required supporting documents.

An employee is entitled to reimbursement of the fee charged by a physician for any request for additional medical information required by the Employer.

The employee is responsible for ensuring that all supporting documents are duly completed.

30.25 Regardless of the length of an absence, whether or not it is compensated and whether or not an insurance contract has been taken out to underwrite the risk, the Employer, or the insurer or government agency chosen by the employer party to represent the Employer for this purpose, may verify the reason for the absence and monitor the nature and duration of the disability.

If requiring an employee to undergo an expert medical assessment, the Employer provides a copy of the resulting medical report upon request.

30.26 To allow for this verification, the employee must notify the Employer immediately when unable to report for work because of illness, and promptly submit the supporting documents required under clause 30.24. The Employer or the latter's representative may require a statement from the employee or the latter's attending physician except in cases in which, given the circumstances, no physician was consulted. The Employer may also have the employee examined for any absence. The cost of such an examination is not to be borne by the employee and reasonable travel expenses are reimbursed in accordance with the provisions of the collective agreement.

30.27 The verification may be done on a sampling basis or as needed when the Employer deems it appropriate, given an accumulation of absences. If an employee makes a false statement, or if the reason for the absence is something other than the employee's illness, the Employer may take the appropriate disciplinary measures.

30.28 If the nature of the illness or injury prevents the employee from notifying the Employer immediately or submitting the required proof promptly, the employee must do so as soon as possible.

30.29 Procedure for settling a dispute regarding a disability

An employee may contest any dispute concerning the alleged non-existence or termination of a disability, or concerning a decision from the Employer requiring them to undergo or extend a rehabilitation period or a temporary assignment, using the following procedure:

1- The Employer must notify the employee and the Union in writing of management's decision to refuse to recognize or to no longer recognize the disability or to require the employee to undergo or extend a period of rehabilitation or temporary assignment. The notice sent to the employee must be accompanied by the report(s) and expert opinion(s) directly related to the disability that the Employer will send to the medical arbitrator or arbitrator, as the case may be, or that will be used in the arbitration procedure set out in 30.29-3 or 30.29-4.

2- An employee who does not report for work on the day indicated on the notice stipulated in 30.29-1 is deemed to have contested the Employer's decision by grievance on that date. In the case of an employee who does not hold a position, who is registered on the availability list and has not been assigned, the grievance is deemed to be filed on the day the Union receives the Employer's notice indicating that the employee has not reported to work for an assignment offered to them, or at the latest seven (7) days after receipt of the notice provided in 30.29-1.

3- If the disability falls within the field of practice of a physiatrist, psychiatrist or orthopedist, the medical arbitration procedure applies.

   a) The local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a medical arbitrator. Should they fail to reach an agreement on the relevant specialty within the first five (5) days, the specialty is determined within the next two (2) days by the general practitioner or the latter's alternate[1] on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician designated by the Employer. In such a case, the local parties have the number of days remaining in the ten (10)-day period to agree upon the appointment of the medical arbitrator. Should they fail to agree on the choice of a medical arbitrator, the registrar of the CPNSSS registry appoints one from the list provided herein in 3-a), choosing the one who is next in line based on the relevant specialty determined and the following two (2) geographic sectors:

[1] For the duration of this collective agreement, the general practitioner is Daniel Choinière and his alternate will be designated at a future date.

PHYSIATRY

Eastern sector[1]

Lavoie, Suzanne, Québec
Morand, Claudine, Québec

Western sector[2]

Bouthillier, Claude, Montréal
Lambert, Richard, Montréal
Lavoie, Suzanne, Montréal

ORTHOPEDICS

Eastern sector[1]

Bélanger, Louis-René, Saguenay
Blanchet, Michel, Québec
Lacasse, Bernard, Beauce
Lefebvre, François, Saguenay
Lemieux, Rémy, Saguenay
Lépine, Jean-Marc, Québec

Western sector[2]

Blanchette, David, Montréal
Desnoyers, Jacques, Longueuil
Dionne, Julien, Saint-Hyacinthe
Gagnon, Sylvain, Montréal
Godin, Claude, Montréal
Héron, Timothy A., Montréal
Jodoin, Alain, Montréal
Major, Pierre, Montréal
Murray, Jacques, Sorel-Tracy
Renaud, Éric, Laval

[1] The Eastern sector covers the following regions: Bas St-Laurent, Saguenay-Lac-St-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

[2] The Western sector covers the following regions: Mauricie and Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and James Bay Cree Territories.

PSYCHIATRY

Eastern sector[1]

Brochu, Michel, Québec
Gauthier, Yvan, Québec
Girard, Claude, Québec
Jobidon, Denis, Québec
Leblanc, Gérard, Québec
Proteau, Guylaine, Québec

Western sector[2]

Côté, Louis, Montréal
Fortin, Hélène, Montréal
Gauthier, Serge, Laval
Guérin, Marc, Montréal
Legault, Louis, Montréal
Margolese, Howard Charles, Montréal
Pineault, Jacinthe, Saint-Hyacinthe
Poirier, Roger-Michel, Montréal
Turcotte, Jean-Robert, Montréal

b) To be designated, the medical arbitrator must be able to render a decision within the prescribed period of time.

c) Within fifteen (15) days of the relevant specialty being determined, the employee or union representative and the Employer hand over to the medical arbitrator the files and expert opinions directly related to the disability that have been provided by their respective physicians.

d) The medical arbitrator meets with the employee and examines the latter if the medical arbitrator deems it necessary. This meeting must take place within thirty (30) days of when the relevant specialty is determined.

e) Reasonable travel expenses incurred by the employee are reimbursed by the Employer in accordance with the provisions of the collective agreement. The employee is not obliged to travel if the state of their health does not permit it.

f) The medical arbitrator's mandate covers only the following matters:

- the non-existence of a disability;

- the date a disability ceases to exist;

[1] The Eastern sector covers the following regions: Bas St-Laurent, Saguenay-Lac-St-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

[2] The Western sector covers the following regions: Mauricie and Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and James Bay Cree Territories.

- the employee's ability to undergo a period of rehabilitation or its prolongation;
- the employee's ability to undergo a period of temporary assignment or its prolongation.

If the conclusion is that the employee is or is still disabled, the medical arbitrator may also rule on the employee's ability to undergo a period of rehabilitation or perform a temporary assignment.

g) The medical arbitrator renders a decision on the basis of the documents provided in accordance with the provisions of 3-c) and the meeting stipulated in 3-d). The medical arbitrator must decide, subject to the rules of professional conduct, in favour of the opinion of the attending physician or that of the physician designated by the Employer. The medical arbitrator must render a decision within no more than forty-five (45) days of the date the grievance was filed, and this decision is final and enforceable.

4- If the disability does not fall within the field of practice of a physiatrist, psychiatrist or orthopedist, the arbitration procedure set out in 3 applies, by replacing 3-a) by the following:

The local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a medical arbitrator. Should they fail to reach an agreement on the relevant specialty within the first five (5) days, the specialty is determined within the next two (2) days by the general practitioner or the latter's alternate[1] on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician designated by the Employer. In such a case, the local parties have the number of days remaining in the ten (10)-day period to agree upon the appointment of the medical arbitrator. Should they fail to agree on the choice of a medical arbitrator, the Employer notifies the general practitioner or the latter's alternate, who then has five (5) days to appoint a physician in the field of practice identified.

If contesting the cessation of the employee's disability, the Employer must notify the employee and the Union in writing. The employee has thirty (30) days from the date of the Employer's decision, to file a grievance. The provisions of 30.29-3 or 30.29-4 apply, as the case may be.

Until the date of the employee's return to work or the medical arbitrator's decision, the employee is entitled to the disability insurance benefits provided for in this article.

The Employer cannot require an employee to return to work before the date indicated on the medical certificate or until the medical arbitrator decides otherwise. If the decision is to the effect that the disability does not exist or no longer exists, the employee reimburses the Employer at the rate of ten per cent (10%) of the amount paid per pay period until the debt has been paid off in full.

[1] For the duration of this collective agreement, the general practitioner is Daniel Choinière and his alternate will be designated at a future date.

The expenses and professional fees of the medical arbitrator are not borne by the union party.

Under the provisions of the collective agreement, employees cannot contest their ability to return to work in cases in which a competent body or tribunal constituted under any law, such as the *Automobile Insurance Act,* the *Act respecting industrial accidents or occupational diseases* or the *Crime Victims Compensation Act* (CQLR, c. 1-6) has already rendered a decision on their ability to return to work in relation to the same disability and diagnosis.

30.30 Days of sick leave credited to an employee on April 1, 1980 and not used under the provisions of the previous collective agreement remain credited to them and may be used, at the regular salary rate at the time they are taken, in the following way:

a) to cover the waiting period of five (5) working days when an employee has exhausted their 9.6 days of sick leave in the year under clause 30.31.

b) for pre-retirement leave purposes.

Employees who wish to take pre-retirement leave must notify the Employer in writing at least thirty (30) days before the start of this leave. The notice must indicate the effective date of retirement, which is irrevocable.

The date on which the pre-retirement leave starts is the date that provides a number of days between the effective date of retirement and the date of the start of the pre-retirement leave that corresponds to the number of days of sick leave credited to the employee.

When employees leave on pre-retirement leave, the Employer pays them the number of days of annual vacation leave accumulated up until then as well as the days of sick leave accumulated under clause 30.31.

As of the date on which the pre-retirement leave begins, employees are no longer entitled to the benefits of the collective agreement, just as if they were not employed by the institution, except for the life and health insurance plans, the pension plan and salaries set out in the collective agreement, as well as grievance rights with respect to the above-mentioned benefits;

c) to use to buy back years of service for which contributions were not made to the Government and Public Employees Retirement Plan (Chapter II, Division III of the Act).

In this case, the bank of sick leave is used in full, as follows:

- first, the first sixty (60) days are used at their full value; and

- subsequently, the remaining days, without any limit on the number, are used at 50% of their value.

d) to make up the difference between the employee's net salary and the disability insurance benefits provided under clause 30.19 b). During this period, the bank of sick leave is reduced in proportion to the amount thus paid out.

The same rule applies when the one hundred and four (104) weeks of disability insurance benefits expire. For the purpose of applying this clause, net salary means gross salary minus federal and provincial income tax and contributions to the Québec Pension Plan, the Employment Insurance Plan and the pension plan.

e) when the employee leaves, the accumulated cashable days of sick leave are paid day by day up to a total of sixty (60) working days. Days over and above sixty (60) working days of accumulated sick leave are paid at the rate of one half-day per working day accumulated, up to thirty (30) working days. The maximum number of days that can be cashed in when leaving is never more than ninety (90) working days under any circumstances;

f) at the end of each year, the Employer informs each employee in writing of their balance of accumulated sick leave before the disability insurance plan comes into force.

30.31 Every full-time employee is entitled to 9.6 working days of sick leave in each year of service, three (3) of which may be taken separately for personal reasons after twenty-four (24) hours of advance notice. Taking days off for personal reasons must not result in causing serious detriment to the activity centre's operations.

Leave for personal reasons may be taken in advance from the days of sick leave that employees accumulate by November 30 of the current year. It may not, however, be taken in advance between December 15 and January 15 unless the Employer agrees. If the employees leave before the end of the year, they reimburse the Employer for days of leave taken in advance and not yet earned at the rate that is current at the time of their departure, out of their last pay cheque.

These days are accumulated at the rate of 0.80 working days per complete month of service.

Any authorized absence of more than thirty (30) days interrupts the accumulation of sick leave; any authorized absence of thirty (30) days or less does not interrupt the accumulation of sick leave.

Any period of more than twelve (12) months of continuous disability interrupts the accumulation of days of annual vacation leave, regardless of the reference period stipulated in clause 23.01.

30.32 Employees who have not used all the days of sick leave to which they are entitled under clause 30.31 is paid by December 15 each year for the days thus accumulated and not used as of November 30 of each year, or, at the time of their departure, for the days accumulated as of the date of departure, at the regular salary rate.

30.33 Periods of disability in progress on the date the collective agreement comes into force are not interrupted.

30.34 Instead of accumulating days of sick leave as stipulated in clause 30.31, part-time employees and employees who do not hold positions receive the remuneration stipulated in 38.03 c) with each pay.

Part-time employees and employees who do not hold positions who are covered by 30.01 a) or b) are entitled to the other provisions of the disability insurance plan, except that benefits for the period of disability only become payable after seven (7) calendar days of absence from work due to a disability, starting from the first (1st) day on which the employee was required to report for work.

The preceding paragraph does not apply to part-time employees or employees holding positions who have chosen under clause 30.01 not to be covered by the insurance plans.

SECTION VI
TERMS AND CONDITIONS FOR THE RETURN TO WORK OF AN EMPLOYEE WHO HAS SUFFERED AN EMPLOYMENT INJURY AS DEFINED BY THE *ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES*

30.35 Unless the Employer and the Union agree otherwise, employees who suffer an employment injury as defined by the *Act respecting industrial accidents and occupational diseases* may return to their position, or go back on the availability list if they do not hold a position, if they establish that they are again fit to perform the usual duties of their job. If such a position is no longer available, the provisions on bumping and/or layoffs apply.

30.36 The employee concerned retains this right to return to work for three (3) years from the start of the employment injury.

If the employee has not returned to their position by the end of this period, or if they have become permanently unfit to hold it during the same period, the position becomes vacant.

30.37 Unless the Employer and the Union agree otherwise, during the period stipulated in clause 30.36, the Employer may temporarily assign an employee, even if the injury is not consolidated, to either the employee's original position or to a position temporarily without an incumbent, ahead of employees on the availability list, subject to the provisions on the replacement team. Such an assignment cannot be made if it involves a risk to the health, safety or physical well-being of the employee concerned, given their injury. If such an assignment is made, it must be in accordance with the terms and conditions agreed upon by the employee's attending physician and the Employer's physician. It must not have the effect of extending the period stipulated in clause 30.36 either.

30.38 During the period stipulated in clause 30.36, employees who are still unable to resume their usual work, despite the consolidation of their injury, are registered on a special team if their residual abilities enable them to perform certain duties. The Employer sends the Union the names of employees put on the special team.

30.39 Unless the Employer and Union agree otherwise, employees put on the special team are deemed to have applied for any vacant or newly created position whose duties can be performed with their residual abilities, without a risk to their health, safety or physical well-being, given their injury.

Subject to the provisions of clause 15.05 on the reassignment of employees, the position is awarded to the employee on the special team with the most seniority if they meet the normal requirements of the job.

30.40 An employee who, without a valid reason, refuses a position offered in accordance with clause 30.39 is deemed to have resigned.

ARTICLE 31
BUDGETS FOR THE DEVELOPMENT OF HUMAN RESOURCES AND PROFESSIONAL PRACTICE

Development of human resources

31.01 From April 1 to March 31 of each year, the Employer devotes an amount equivalent to 1.25% of the total payroll[1] to the development of human resources for all employees in the bargaining unit in the personnel class of health and social services technicians and professionals.[2]

31.02 If, in the course of the year, the Employer does not commit the entire amount thus determined, the remaining amount is added to the amount to be earmarked for these activities in the following year.

Development of employees' professional practice

31.03 From April 1 to March 31 of each year, the Employer devotes an amount equivalent to 0.28% of the total payroll[1] for all employees in the bargaining unit, specifically for employees in the personnel class of health and social services technicians and professionals to develop their professional practice.[2]

The parties must agree, in local arrangements, on how to use the budget dedicated to the development of professional practice.

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

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[1] The total payroll is the amount paid out, for the preceding financial year, in basic salary set out in the *List of job titles, job descriptions and salary rates and scales in the health and social services system*, leave with pay, sick days, and disability insurance, to which are added employee benefits paid in the form of a percentage (annual vacation leave, statutory holidays, sick leave, and where applicable, disability insurance) to part-time employees, as defined and indicated in the annual financial report produced by the institution. Premiums, supplements, and additional remuneration are not included in the total payroll.

[2] In accordance with Schedule 4 of the *Act respecting bargaining units in the social affairs sector...* (CQLR, c. U-0.1)

ARTICLE 32
MEALS

32.01 Meals

If meals are served to beneficiaries at the employees' work place or if employees can reach the institution to have their meal within the period of time allocated for doing so, the Employer provides them with a suitable meal when such meals are part of their work schedule.

Employees who already receive a meal allowance in lieu of the meal provided for in this clause because of the location of their assignment continue to receive it unless the Employer is able to make alternative provisions.

Meal items are priced individually, but the price of a full meal will not exceed:[1]

Breakfast:	$2.10
Lunch:	$4.76
Supper:	$4.76

On April 1 each year, the cost of meals is increased in accordance with the percentage increase for salary rates and scales set out in clause 9.13 of the collective agreement.

It is agreed that there are not any vested privileges for employees who were paying lower rates for meals than the aforementioned rates.

32.02 If rates in an institution are higher than those stipulated in the preceding clause, they remain in effect for the duration of this agreement.

32.03 The Employer makes a suitable room available to employees who have their meals at the facility. In the case of a rehabilitation centre, however, this provision only applies insofar as the facility's premises so permit.

32.04 Except in private institutions under agreement, the Employer provides a meal to employees working on the night shift.

[1] Prices apply as of April 1, 2020.

ARTICLE 33
TRAVEL ALLOWANCE

33.01 Automobile expenses

When employees are authorized to use their personal vehicle, they receive an allowance for all travel done in the performance of their duties. The allowance is established as follows:

- for the first 8,000 km in a fiscal year $0.520/km

- for all kilometres after 8,000 in a fiscal year $0.465/km

An amount of $0.130/km is added to the stipulated allowances for kilometres travelled on gravel roads.

Employees are reimbursed for tolls and parking costs inherent to travel in the performance of their duties.

Employees who are required to use their personal vehicle in the course of their duties are reimbursed for parking fees incurred at their home base.

Employees who are required by the Employer to use a vehicle and who regularly use their personal vehicle for this purpose in the course of the year and travel less than 8,000 kilometres are entitled to compensation, in addition to the general allowance of $0.08 per kilometre for kilometres between the distances actually travelled and 8,000 kilometres, payable at the end of the year. This compensation is prorated to the number of hours actually worked, based on the number of hours worked by a full-time employee in the course of a year.

If the use of a personal vehicle is no longer required by the Employer, the employee is entitled to the compensation established under the terms and conditions set out in the preceding paragraph, for the entire year in progress.

Business insurance

Employees required to use their personal vehicle who submit proof of payment of a business insurance premium for the use of a personal vehicle for the purposes of working for the Employer are reimbursed for the amount of this annual premium.

The business insurance must include all the necessary riders, including those allowing for the transportation of passengers on work-related travel, and must not be cancelled before the expiry date unless the Employer is notified first.

The Employer cannot be held responsible for an employee’s omission to add business insurance.

33.02 When the Employer does not require employees to use their own vehicle for travel and decides on other means of transportation, employees are reimbursed for the costs thus incurred.

33.03 Meals

During travel and in accordance with conditions established locally, employees may have their meals outside the facility and are entitled to the following allowance:

Breakfast:	$10.40
Lunch:	$14.30
Supper:	$21.55

33.04 Accommodations

Employees who have to stay in a hotel in the course of performing their duties are entitled to reimbursement of actual accommodation expenses incurred, plus a daily allowance of $5.85.

Employees who stay elsewhere than in a hotel receive a flat daily allowance of $22.25 for a stay with a friend or relative.

33.05 If government regulations authorize rates higher than those set out in clauses 33.01, 33.03 and 33.04 during the life of this collective agreement for employees covered by this agreement, the Employer undertakes to adjust the rates set out in clauses 33.01, 33.03 and 33.04 within thirty (30) days.

ARTICLE 34
PREVENTIVE / PROTECTIVE MEASURES

34.01 Medical examination

Any examination, immunization or treatment of employees required by the Employer takes place during their hours of work, at no charge.

Such employer-required examinations, immunizations or treatments must be related to the work to be performed or be necessary to protect individuals.

34.02 Emergency care

In the event of an emergency, the Employer provides the employee with the necessary care in the workplace, free of charge.

34.03 Healthy germ carrier

An employee who is a healthy germ carrier and who is given leave from their work duties at the recommendation of the health service or the physician designated by the Employer may be reassigned to a position for which they meet the normal requirements of the job. If no such replacement assignment is possible, the employee does not suffer any loss of salary and does not have any time deducted from their bank of sick leave. The Employer may, however, submit such a case to the *Commission des normes, de l'équité et de la santé et de la sécurité du travail* (CNESST), but without prejudice for the employee.

34.04 Occupational health and safety

The Employer takes all necessary steps to eliminate all hazards to employees' health, safety or physical well-being at the source. The Union and employees co-operate in this.

34.05 A joint local health and safety committee is set up to examine problems specific to the institution and to formulate opinions and recommendations on the aspects listed in this article.

The terms for the representation of the parties, operating procedures and the committee's terms of reference are established in local arrangements.

34.06 Employees may be given leave from their work duties with no loss of salary for hearings on their case by the appeal bodies stipulated in the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001) (including the *Bureau d'évaluation médicale,* which is the medical assessment office) for employment injuries as defined in the Act that occur with the Employer.

34.07 Employees who participate in meetings of the *Association paritaire pour la santé et la sécurité du travail du secteur affaires sociales* (committees, general meetings,

board of directors) are given leave from their work duties with no loss of regular salary.

34.08 When an employee considers that a beneficiary may pose an immediate or eventual danger for others, they report it to their immediate supervisor. The authorities take the measures that are necessary in light of the facts set out in the employee's report.

Specific provisions for radiology technologists

34.09 Any employee exposed to radiation as a result of their work undergoes the following examinations and analyses during their hours of work and at no cost, unless the employee's attending physician forbids it:

a) a chest X-ray (350 mm x 430 mm format) once annually;

b) a blood analysis (full cytology) every three (3) months in cases of excessive radiation exposure.

The results of this analysis must be transmitted to the director of the staff health service and to the chief radiologist. Any blood anomaly attributable to radiation detected in an employee must be investigated without delay by a hematologist or a physician qualified in that field in order to discover the cause.

34.10 The quantity of radiation received must be counted rigorously. The results of these radiation counts are posted each month in the radiology activity centre.

In order to enable the quantity of radiation received to be counted as accurately as possible, each employee agrees to wear a dosimeter.

34.11 With a view to ensuring the safety of beneficiaries and employees, the Employer undertakes to comply with the standards issued by Health Canada's Radiation Protection Division.

If an employee's personal dosimeter indicates that excessive doses attributable to a defect or operating flaw in radiation facilities have been received by them, the institution must immediately take remedial measures and provide the Union with information about this upon request.

34.12 If an employee's personal dosimeter indicates that they have received excessive doses, the Employer must give the employee concerned time off. This time off in no way affects the employee's annual vacation leave or sick leave. During this time off, the employee is paid the equivalent of what they would receive if they were at work.

34.13 The Employer gives an employee who so requests a copy of the federal report on their personal dosimeter.

34.14 Anyone who is exposed to a blood contamination hazard because of their work receives a blood test for Hepatitis B during their hours of work, at no charge.

ARTICLE 35
PRIOR EXPERIENCE

35.01 Definition of relevant experience

Employees are classified on the salary scale for their job title in accordance with their recognized relevant experience, established in accordance with the following:

1) For experience acquired in the health and social services sector, one (1) year of relevant experience means that an employee has completed one (1) year of work in one (1) or more institutions in the health and social services sector in Québec or Canada, and in an activity centre identical or comparable to the one in which they have been hired.

2) For experience acquired outside the health and social services sector since June 29, 2000, one (1) year of relevant experience means that the employee has completed one (1) year of work in the same or a comparable job.

3) For the purpose of this clause, any work which, in order to be performed, requires the employee in question's specific qualifications and job training is considered to be of a comparable nature.

4) Any dispute about the value or comparable nature of experience acquired outside Québec or Canada is subject to the procedure stipulated in Article 11.

35.02 Calculation of experience for an employee who has been absent from work for five (5) years or more

An employee who has ceased to work in a job requiring their qualifications and job training for more than five (5) years and who has completed their probation period is classified on the basis of the number of relevant years of experience acquired, but may not be immediately classified in the top echelon of the salary scale under any circumstances.

35.03 Any dispute about the application of clause 35.02 is submitted to the procedure stipulated in Article 11.

35.04 One (1) year of relevant experience as defined in clause 35.01 is equivalent to one (1) year of experience for the purposes of classification on the basic salary scale, following the rules applicable to advancement on the salary scales.

35.05 Employees cannot be credited with more than one (1) year of experience per period of twelve (12) calendar months.

35.06 Experience of part-time employees and employees who do not hold positions

The experience of part-time employees and employees who do not hold positions is calculated on the basis of hours worked in relation to hours stipulated in their job title. Thus, for the purposes of calculating experience, one (1) full day of work equals 1/225th of a year of experience for an employee who has 20 days of annual vacation leave, 1/224th of a year of experience for an employee with 21 days of annual vacation leave, 1/223rd of a year of experience for an employee with 22 days of annual vacation leave, 1/222nd of a year of experience for an employee with 23 days of annual leave, 1/221st of a year of experience for an employee with 24 days of annual leave and 1/220th of a year of experience for an employee with 25 days of annual leave.

For the purpose of applying this clause, one day of annual vacation leave or one statutory holiday does not constitute one day of work, subject to the provisions of clause 35.05.

35.07 Proof of acquired experience

Employees must prove their relevant acquired experience as full-time or part-time employees or employees who don't hold positions. They must provide the Employer with written attestation to this effect within sixty (60) days of being hired, failing which their acquired experience is only recognized from the date on which such proof is submitted.

The Employer undertakes to require proof of years of relevant experience as soon as an employee is hired, failing which the Employer cannot hold the time limit against the employee.

35.08 Exceptional circumstances

If it is impossible to submit written proof of relevant experience, employees may, after demonstrating that it is impossible, prove their experience by attesting under oath to all the relevant details as to the name or names of employers, dates of work and type of work.

35.09 Attestation of experience

Without prejudice to the rights of other employers, when employees leave the job, the Employer gives them written attestation of the experience credited to them while in the latter's employ.

35.10 Specific provision

Notwithstanding the previous clauses, employees now in the service of the Employer and those hired in the future cannot be credited with experience acquired in 1983 for the purpose of classification on the salary scale.

ARTICLE 36
PROCEDURE FOR MODIFYING THE *LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALES*

General provisions

36.01 Any change in the *List of job titles, job descriptions and salary rates and scales* is subject to the procedure stipulated hereinafter.

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

36.03 A union or union grouping or an employer may also request that a change be made to the *List of job titles*. To do so, it must send the MSSS a written request, with reasons, using the form designated for that purpose. Unless the request is made jointly, a copy is sent to the other party.

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

36.04 A job title may not be created unless the MSSS determines:

- that the main responsibilities and duties of a job are not found in the job description of any job title on the list;

- that significant modifications are made to the main responsibilities and duties of a job title already on the list.

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

36.05 The MSSS informs the party making the request, and the union groupings, of its decision to act or not act upon any request to modify the *List of job titles*.

For the purposes of this mechanism, the union groupings are the following nine (9) union organizations: the APTS, the FP-CSN, the FSSS-CSN, the FSQ-CSQ, the F4S-CSQ, the FIQ, the CSD, the SCFP/CUPE-FTQ and the SQEES-298-FTQ.

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

Consultation on the proposed change:

36.06 If, during the life of this collective agreement, the MSSS wishes to modify the *List of job titles*, it must inform each of the union groupings in writing. The notice transmitted by the MSSS must include a detailed description of the proposed change.

In the event that the MSSS decides not to act upon a proposed change to the *List of job titles* following a request made in accordance with the provisions of clause 36.03, it informs the union groupings and the local parties concerned.

36.07 The union groupings have ninety (90) days from the time they receive the proposed change to the *List of job titles* to submit their position in writing to the MSSS.

36.08 At the written request of a union grouping, the MSSS calls a meeting of the union groupings and the MSSS representatives to exchange information on the proposed change. The meeting must take place within thirty (30) days of receipt of notice. The MSSS may also call such a meeting on its own initiative.

36.09 At the end of the period stipulated in clause 36.07, the MSSS informs the union groupings of its decision.

Provincial committee on jobs

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

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

Each party appoints a secretary; all communications between the parties are conveyed through the secretary.

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

36.13 The committee's mandate is to determine the applicable ranking for any new job title referred to it by the MSSS, or any existing job title for which the MSSS changes the academic requirements.

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

36.14 The committee must find that all the relevant information is available before beginning discussions on the new job title and the value of related duties.

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

36.15 If the parties agree on the evaluation of all the sub-factors, the salary rate or scale that is ascribed to the new job title is the reference rate or scale set by the Treasury Board for the corresponding ranking, or by the pay equity plan comprising the job title evaluated, if it has been completed.

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

36.17 If no agreement is reached on the scores to attribute to the job evaluation system's sub-factors within ninety (90) days of the finding stipulated in clause 36.14, the scores for the sub-factors in dispute are submitted to arbitration with a summary of the parties' respective arguments.

Arbitration procedure

36.18 The parties try to agree on the appointment of an arbitrator specialized in job evaluation. If they fail to agree within thirty (30) days, either party may ask the Minister Responsible for Labour to appoint this specialized arbitrator.

36.19 Each party appoints its assessor and pays the latter's professional fees and expenses.

36.20 The arbitrator's jurisdiction is limited to applying the job evaluation system with respect to the sub-factors in dispute that are submitted to the arbitrator and the evidence presented. The arbitrator does not have any authority to alter the job evaluation system, the interpretation guide, reference rates and scales or other tools for evaluating duties.

For the purpose of comparing evaluation scores, the arbitrator must take into account how the evaluation system has been applied for other job classes.

36.21 The ranking of the job evaluated corresponds to the scores for the sub-factors on which there is consensus in the provincial committee on jobs and those determined by the arbitrator.

36.22 The salary rate or scale ascribed to the new job title is the reference rate or scale set by the Treasury Board for the corresponding ranking, or by the pay equity plan comprising the job title evaluated, if it has been completed.

36.23 If it is established in arbitration that one or more duties do not appear in the job description even though employees are and continue to be required to perform them, the arbitrator may decide to include them in the description for the purpose of exercising the authority conferred under the provisions of clause 36.20.

36.24 The arbitrator's decision is final and binding on the parties. The arbitrator's professional fees and expenses are paid equally by the parties.

Change of salary following reclassification

36.25 Where applicable, the earnings of an employee reclassified under this article are adjusted under the terms of this collective agreement, retroactive to the date the employee began to perform the duties of the new job title but no earlier than the date the job title came into effect under the provisions of clause 36.06.

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

Changes to the *List of job titles*

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

ARTICLE 37
PREMIUMS

37.01 Evening- and night-shift premiums

A) Each time employees work their entire shift between 2:00 p.m. and 8:00 a.m., they receive an evening- or night-shift premium, as the case may be, in addition to their salary.

1. Evening-shift premium

   The evening-shift premium is 4% of the employee's basic daily salary plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1.

2. Night-shift premium

   The night-shift premium is:

   11% of basic daily salary plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1, for employees with between 0 and 5 years of seniority.

   12% of basic daily salary plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1, for employees with between 5 and 10 years of seniority.

   14% of basic daily salary plus, if applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1, for employees with 10 years of seniority or more.

B) Employees whose shift begins before 2:00 p.m. and whose hours are mostly worked after that time receive the evening-shift premium for hours worked after 2:00 p.m., in addition to their salary.

   The evening-shift premium is 4% of the employee's basic hourly pay, plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1.

C) Employees who only work part of their shift between 7:00 p.m. and 7:00 a.m. receive an hourly premium calculated as follows, in addition to their salary:

1. Evening-shift premium

   The premium is 4% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional

remuneration under Article 17 and Appendix 1, for hours worked between 7:00 p.m. and midnight.

2. Night-shift premium

For all hours worked between 0:01 a.m. and 7:00 a.m., the premium is:

11% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration under Article 17 and Appendix 1, for employees with between 0 and 5 years of seniority;

12% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration under Article 17 and Appendix 1, for employees with between 5 and 10 years of seniority;

14% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration under Article 17 and Appendix 1, for employees with 10 years of seniority or more.

37.02 Enhanced evening- and night-shift premiums

A) Enhanced evening-shift premium

Employees who offer and honour a minimum availability of sixteen (16) days per twenty-eight (28) days on evening and/or night shifts, including the shifts that are part of their position, where applicable, receive an enhanced evening-shift premium of 8% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration under Article 17 and Appendix 1, instead of the evening-shift premium applicable under 37.01 A), B) or C).

B) Enhanced night-shift premium

Except for employees covered by 37.02 C), employees who offer and honour a minimum availability of sixteen (16) days per twenty-eight (28) days on evening and/or night shifts, including the shifts that are part of their position, where applicable, receive the following enhanced night-shift premium instead of the night-shift premium applicable under 37.01 A) or B):

14% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration under Article 17 and Appendix 1, for employees with between 0 and 5 years of seniority;

15% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration under Article 17 and Appendix 1, for employees with between 5 and 10 years of seniority;

16% of the employee's basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration under Article 17 and

Appendix 1, for employees with 10 years of seniority or more.

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

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

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

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

The terms and conditions set out in 37.01 apply to these enhanced premiums.

C) Special conditions for full-time employees working on a steady night shift

Full-time employees working on a steady night shift who have one (1) weekend of three (3) consecutive days off per two (2)-week period on the date this collective agreement is signed continue to be entitled to this additional paid day off.

Employees who benefit from this additional day off do not, however, receive the night-shift premium set out in this clause except when overtime work is done on the night shift.

Moreover, for any absence during which an employee receives remuneration, benefits or an allowance, the salary[1] or, if applicable, the salary[1] used to establish the benefits or allowance, is reduced during the absence by the percentage of the night-shift premium applicable under 37.02 B):

The preceding paragraph does not apply in the case of the following absences:

a) statutory holidays;

b) annual vacation leave;

c) maternity, paternity or adoption leave;

d) absence for disability, as of the sixth (6^{th}) working day;

[1] Salary: means the basic pay plus, where applicable, the supplement, responsibility premium and additional remuneration provided for in Article 17 and Appendix 1.

e) absence for an employment injury recognized as such under the provisions of the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001);

f) the additional paid day off stipulated in 37.02 C).

When conversion of the night-shift premium into time off results in more than twenty-four (24) days off, an employee receives, by December 15 each year, the amount corresponding to the number of unused days exceeding twenty-four (24), calculated using the following formula:

$$\text{Number of days exceeding 24} \times \left[\frac{\text{Number of days worked during the reference year}}{204^{1}} \right]$$

For the first (1st) year of application, this amount is reduced based on the number of days between the date this collective agreement comes into force and November 30, 2021, divided by 365 days.

If the employee leaves the job or changes job status or shift of work, the amounts due, if any, are calculated using the above-mentioned formula, taking into account the number of days worked between December 1 and the date of the departure, change of status or change of shift, as the case may be.

An employee covered by 37.02 C) may return to a full schedule of work in accordance with the terms and conditions to be agreed upon by the Employer, the Union and the employee.

Employees who benefit from paid time off under 37.02 C) keep their status as full-time employees.

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

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

1. Day/evening shift rotation premium

The day/evening shift rotation premium is equal to 50% of the evening-shift premium for all hours worked by employees on the day shift in their position.

2. Day/night shift rotation premium

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

[1] When an employee has more than twenty (20) days of annual vacation leave, the number 204 is reduced by the number of days exceeding 20.

3. Day/evening/night shift rotation premium

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

The applicable evening- and night-shift premiums are established in accordance with the provisions of clause 37.01 or 37.02.

At the end of their initiation and trial period in a position involving rotating shifts, employees who are kept in the position are paid the premium retroactively to the first (1st) day worked on the day shift in this position.

B) Employees who do replacement work in a position covered by A) are entitled to this premium when the percentage of time worked on the evening or night shift is equal to or greater than 50% of the rotation cycle.

For the first rotation cycle, employees are paid the premium retroactively to the first day worked on the day shift once they have worked the evening- or night-shift portion of the rotation cycle, as the case may be. In the case of a rotation cycle of six (6) months' duration or more, however, they are paid the premium retroactively to the first day worked on the day shift once they have worked the equivalent of 50% of the evening- or night-shift portion of the rotation cycle, as the case may be.

If employees do not work at least 50% of their rotation cycle on evenings or nights, the premium paid for the hours worked on the day shift will be recovered by the Employer.

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

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

37.04 Weekend premium

Employees receive a weekend premium in addition to their salary, equal to four per cent (4%) of their basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1.

This premium is paid for each hour worked, to employees required to work a full shift between the start of the evening shift on Friday and the end of the night shift on Monday.

37.05 The evening- and night-shift premiums, enhanced evening- and night-shift premiums and weekend premiums are only taken into account or paid when the inconvenience is incurred. Similarly, the shift-rotation premium is not taken into account or paid during any absence provided for under the collective agreement.

37.06 Split-shift premium

Employees who are required to interrupt their work for a period of time longer than their scheduled meal break, or more than once a day, except for the rest periods provided for in clause 24.09, receive a split-shift premium.

This daily premium is:

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

37.07 Psychiatry premium

A) Except for employees in psychiatric emergency care covered by the critical care premium and the enhanced critical care premium stipulated in clause 37.10, employees covered by Article 22 of this agreement receive a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
20.44	20.85	21.27

To be entitled to this premium, an employee must be assigned to the rehabilitation, care or supervision of beneficiaries.

B) Except for employees in psychiatric emergency care who are eligible for the critical care premium and enhanced critical care premium stipulated in 37.10, the psychiatry premium stipulated in the first (1st) part of this clause, the floating days off stipulated in 22.03, or the financial compensation stipulated in 38.04, employees working in one of the following activity centres or subcentres who are assigned to the rehabilitation, care or supervision of beneficiaries receive the psychiatry premium stipulated in the first (1st) part of this clause as well as financial compensation equal to 2.2% of:

- salary;

- the salary that they would have received if it were not for an unpaid absence for illness occurring while they were assigned to a position or had an assignment;

- the basic salary on which the maternity, paternity, adoption and protective leave allowance is calculated. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid at the same time as annual vacation leave.

The activity centres or subcentres in question are the following:

- 5940 Support in the community for people with severe mental health problems
- 5941 Assertive community treatment
- 5942 Variable community follow-up
- 6280 Day hospital – Mental health
- 6281 Day hospital – Child psychiatry
- 6282 Day hospital – Adult mental health
- 6330 Secondary and tertiary care assessment and treatment services for mental health
- 6331 Secondary and tertiary care assessment and treatment services for mental health – Young people
- 6332 Secondary and tertiary care assessment and treatment services for mental health – Adults
- 7043 Residential resources – On-going residential assistance (mental health).

37.08 The parties may agree in local arrangements to convert the premiums set out in clauses 37.04, 37.06 and 37.07 A) into time off.

37.09 Supervision and responsibility premium

Employees charged with supervising and being responsible for a group of at least four (4) employees, regardless of these employees' job title or class of personnel, receive a premium of five per cent (5%) of their basic salary, plus, where applicable, the additional remuneration provided under Article 17 and Appendix 1.

The premium may not be given to employees whose job description includes responsibility for coordinating and supervising.

The premium will not be given to employees with any of the following job titles:

- assistant chief (laboratory) (2234);
- assistant chief medical electrophysiology technologist (2236);
- assistant chief physiotherapist / assistant head physiotherapist (1236);
- assistant chief radiology technologist (2219);
- assistant head dietetics technician (2240);
- assistant head of archives (2242);
- biomedical engineering technical coordinator (2277);
- head of module (2699);
- living or rehabilitation unit supervisor (2694).
- medical electrophysiology technical coordinator (2276);
- medical records archivist (team leader) (2282);
- technical coordinator (laboratory) (2227);
- technical coordinator (radiology) (2213);

The above list of job titles is not intended to be definitive, and if a job title is changed or added to the *List of job titles, job descriptions and salary rates and scales in the health and social services system*, and this job title includes responsibility for coordinating or supervising, it will be deemed to be added to the list.

37.10 Critical care premium and enhanced critical care premium

The employees concerned receive the critical care premium or the enhanced critical care premium for hours worked in critical care, providing they hold one of the following job titles:

- occupational therapist (1230);
- physiotherapist (1233);
- professional social worker (1550);
- psychologist (1546);
- dietitian/nutritionist (1219);
- human relations officer (1553);
- audiologist/speech-language pathologist (1204);
- assistant chief medical electrophysiology technologist (2236);
- audiologist (1254);
- medical electrophysiology technical coordinator (2276);
- speech-language pathologist (1255);
- social work technician (2586);
- radio-diagnostic technologist (2205);
- nuclear medicine technologist (2208);
- specialized radiology technologist (2212);
- technical co-ordinator (radiology) (2213);
- assistant chief radiology technologist (2219);
- hemodynamics technologist (2278);
- medical electro-physiology technician (2286);
- medical technologist (2223);
- graduate medical laboratory technician (2224);
- specialized radiation oncology technologist (2218);
- technical co-ordinator (laboratory) (2227).

The critical care covered herein includes the coronary care unit and the following activity centres:

- emergency departments and psychiatric emergency units identified in Appendix 2;
- intensive care units;
- neonatal units;
- major burn units.

A) Critical care premium

In the above-mentioned critical care, the employees concerned receive a premium of 12% of their hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1.

B) Enhanced critical care premium

Employees who offer and honour a minimum availability of sixteen (16) days per twenty-eight (28) days, including the shifts that are part of their position, where applicable, in any of the above-mentioned critical care units or activity centres, receive an enhanced critical care premium of 14% of their hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1, instead of the premium provided in A) of this clause.

The availability requirements mentioned in this clause do not prevent employees from offering availability in other activity centres.

37.11 Specific critical care premium and specific enhanced critical care premium

An employee covered by the first paragraph of clause 37.10 receives a specific critical care premium or a specific enhanced critical care premium for hours worked in the following activity centres:

- operating facilities (including the recovery room);
- obstetrics unit (only operating facilities set up to perform Caesarians are covered here);
- hemodynamics.

A) Specific critical care premium

An employee covered by the first paragraph of this clause receives a specific critical care premium of 6% of their hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1.

B) Specific enhanced critical care premium

An employee covered by the first paragraph of this clause who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days, including the shifts that are part of their position, where applicable, in any of the critical care activity centres mentioned in the first paragraph of this clause, receives a specific enhanced critical care premium of 7% of their hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1, instead of the premium stipulated in section A of this clause.

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

37.12 Trainee supervision premium

Employees receive a premium equal to 2% of their basic hourly pay plus, if applicable, the additional remuneration under Article 17 and Appendix 1, for each shift in which they are responsible for supervising one or more trainees participating in a practical training activity, under a recognized educational program, which is required to earn a diploma or degree.

This premium cannot be combined with the supervision and responsibility premium, nor can it be given to employees whose job description includes responsibility for training, teaching or instructing trainees.

The premium cannot be given to an employee who has one of the following job titles:

- clinical lecturer (physiotherapy) (1234);
- clinical instructor (laboratory) (2232);
- clinical instructor (radiology) (2214);
- specialized independent sonographer (2217).

The above list of job titles is not intended to be definitive, and if a job title is changed or added to the *List of job titles, job descriptions and salary rates and scales in the health and social services system*, and this job title includes responsibility for training, teaching or instructing a trainee, it is deemed to be added to the list.

ARTICLE 38
PROVISIONS REGARDING PART-TIME EMPLOYEES AND EMPLOYEES WHO DO NOT HOLD POSITIONS

38.01 The agreement applies to part-time employees and employees who do not hold positions.

38.02 However, the salary of part-time employees and employees who do not hold positions is calculated and paid in proportion to the number of hours worked.

38.03 Remuneration for statutory holidays, annual vacation leave and sick leave for part-time employees and employees who do not hold positions is calculated and paid as follows.

a) Annual vacation leave

One of the following percentages:

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

The percentage is applicable on:

- salary;
- the salary that the employee would have received if it were not for an unpaid absence for illness occurring while they were assigned to a position or an assignment;
- the basic salary on which maternity, paternity, adoption and protective leave allowances are calculated;
- the salary on which disability insurance benefits are calculated during the first twelve (12) months of a disability, including for employment injuries.

b) Statutory holidays

5.7% paid with each pay and applicable on:

- salary;

- the salary that the employee would have received if it were not for an unpaid absence for illness occurring while assigned to a position or an assignment.

1.27% paid with each pay and applicable on disability insurance benefits received during the first twenty-four (24) months of a disability.

In the case of an employee eligible for payment for June 24 under the *National Holiday Act* (CQLR, c. F-1.1), however, the Employer subtracts from the indemnity payable under this Act one-thirteenth (1/13th) of the amounts provided for herein that are paid during the twelve (12) months preceding June 24 inclusively. If the employee's date of hiring falls within this twelve (12)-month period, the amount subtracted from the indemnity is equal to the amounts paid divided by the number of statutory holidays between the date of hiring and June 24 inclusively.

c) Sick leave

Instead of accumulating days of sick leave as stipulated in clause 30.31, part-time employees and employees who do not hold positions receive with each pay 4.21% of:

- salary;

- the salary that employees would have received if it were not for an unpaid absence for illness occurring while they were assigned to a position or an assignment;

- the basic salary on which maternity, paternity, adoption and protective leave allowances are calculated. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid at the same time as the annual vacation pay.

However, new part-time employees who work

less than seventy per cent (70%) of full-time, or employees who do not hold a position, receive 6.21% of the remuneration provided for in the first paragraph of 38.03 c) with each pay until they have completed three (3) months of continuous service.

Part-time employees and employees not holding a position who have chosen under clause 30.01 not to be covered by the insurance plans receive 6.21% of the remuneration provided for in the first paragraph of 38.03 c) with each pay.

38.04 Part-time employees and employees not holding a position who work in a psychiatric institution or in a psychiatric activity centre or wing of an institution and meet the conditions set out in Article 22 receive the fringe benefits stipulated in clause 38.03.

Furthermore, they receive monetary compensation for the floating days off in psychiatry with each pay, equal to 2.2% of:

- salary;

- the salary that they would have received if it were not for an unpaid absence for illness occurring while they were assigned to a position or an assignment;

- the basic salary on which the maternity, paternity, adoption and protective leave allowance are calculated. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid at the same time as annual vacation leave.

38.05 In accordance with the provisions of clause 9.05, evening- and night-shift premiums, enhanced evening- and night-shift premiums, shift rotation premiums and weekend premiums paid to part-time employees and employees who do not hold positions are not taken into account for the calculation of their fringe benefits.

38.06 Full-time employees who become part-time employees or employees not holding positions are entitled to sick leave accumulated under clause 30.31 until the date of the change, and those not used are paid under clause 30.32; their accumulated sick leave under clause 30.30 will be paid at the time of their departure in accordance with clause 30.30.

ARTICLE 39
VESTED BENEFITS OR PRIVILEGES

39.01 Benefits or privileges related to a matter defined as being covered by the stipulations negotiated and agreed upon at the provincial level under the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (CQLR, c. R-8.2) that were vested in an employee before December 14, 2005 and that are superior to the stipulations in this collective agreement are maintained for the benefit of this employee alone.

Notwithstanding any provision of the collective agreement, a departure from the *List of job titles, job descriptions and salary rates and scales* cannot constitute a vested benefit or privilege or be cited as such by an employee.

39.02 No provision in previous collective agreements that is superior to the provisions of this collective agreement may be cited as a vested benefit or privilege.

ARTICLE 40
CONTRACTING-OUT

40.01 Any contract between the Employer and a third party that directly or indirectly takes away all or part of the duties performed by employees covered by the certification obliges the Employer to undertake the following responsibilities to the Union and employees:

1- First, the Union must be given an opportunity to examine the economic and non-economic basis for the institution's plan and, within a period of no more than sixty (60) days, propose an alternative that can meet the institution's objectives while respecting the parameters of the plan.

To enable the Union to analyze the plan fully, the institution provides it with the relevant information.

This sixty (60)-day period begins on the date the Union receives the above-mentioned information.

The provisions of this paragraph also apply when a contract is renewed.

2- The Employer must advise the third party of the existence and content of the certification and collective agreement.

3- The Employer must not proceed with any layoffs, firings or dismissals arising directly or indirectly from such a contract.

4- Any change in the working conditions of an employee affected by such a contract must be made in accordance with the provisions of this agreement.

5- The Employer must send the Union a copy of any such contract within thirty (30) days of when it is signed.

40.02 The Employer agrees that the fact that a subcontractor's employees are exercising any right whatsoever under the *Labour Code* (CQLR, c. C-27) cannot be the main consideration or grounds for terminating a contract with a third party.

40.03 Sale of services to a third party

Within thirty (30) days of the conclusion of a contract between an institution and a private agency or another institution in the system for the supplying of laboratory services, the institution informs the Union. Upon request, the Employer gives the Union a copy of the contract reached.

40.04 The provisions of this article do not apply to private institutions under agreement.

ARTICLE 41
PENSION PLAN

41.01 Employees are covered by the provisions of the Teachers' Pension Plan (RRE), the Civil Service Superannuation Plan (RRF) or the Government and Public Employees Retirement Plan (RREGOP), as the case may.

Phased retirement plan

41.02 The purpose of the phased retirement plan is to allow full-time or part-time employees who hold positions and work more than forty per cent (40%) of full-time to reduce the amount of time they work during the last years before retirement.

41.03 Obtaining phased retirement is subject to prior agreement with the Employer, taking into account the needs of the activity centre.

Full-time or part-time employees may only take advantage of the plan once, even if it is cancelled before the expiry date of the agreement.

41.04 The phased retirement plan is subject to the following terms and conditions:

1) Period covered by these provisions and effective retirement

a) these provisions may apply to an employee for a minimum period of twelve (12) months and a maximum period of sixty (60) months;

b) this period, including the percentage and arrangement of work done, is hereinafter called "the agreement;"

c) at the end of the agreement, the employee must retire;

d) if, however, the employee is not eligible for retirement at the end of the agreement because of circumstances beyond their control (e.g., strike, lockout, rectification of prior service), the agreement is extended until the date on which they become eligible for retirement.

2) Duration of the agreement and amount of work

a) the agreement is for a minimum of twelve (12) months and a maximum of sixty (60) months;

b) the request for phased retirement must be made in writing at least ninety (90) days before the start of the agreement. It must also stipulate the length of the agreement;

c) the percentage of time worked must be no less than forty per cent (40%) and no more than eighty per cent (80%) of the hours of a full-time employee on an annual basis;

d) the amount and percentage of time worked must be agreed upon between the employee and the Employer and may vary over the life of the agreement. Furthermore, the Employer and the employee may agree to modify the amount and percentage of time worked during the agreement;

e) the agreement between the employee and the Employer is recorded in writing and a copy given to the Union.

3) Rights and benefits

a) for the duration of the agreement, the employee receives remuneration corresponding to the amount of time worked;

b) employees continue to accumulate seniority as if they were not participating in the plan;

for part-time employees, the reference period for calculating seniority is the weekly average of days of seniority accumulated over the last twelve (12) months of service or since the employee's date of commencing employment, whichever date is closest to the beginning of the agreement;

c) for the purposes of determining pension eligibility and calculating the amount of pension benefits, an employee is credited with the full-time and part-time service that they were performing before the start of the agreement;

d) for the duration of the agreement, the employee and the Employer pay contributions to the pension plan based on the evolving pensionable earnings and the amount of work (full-time or part-time) that the employee was performing before the start of the agreement;

e) employees who become disabled in the course of the agreement are exempted from paying contributions to the pension plan based on their evolving pensionable earnings and the amount of work they were performing before the start of the agreement;

during a disability period, employees receive disability insurance benefits calculated according to the arrangement of and annual percentage of work agreed upon, without going beyond the date of the end of the agreement;

f) in accordance with clause 30.30, days of sick leave credited to employees may be used in the framework of the agreement to exempt them from some or all of the work to be done under the agreement up to the equivalent of the number of days of sick leave credited to the employee;

g) for the duration of the agreement, employees benefit from the same basic life insurance plan that they had before the start of the agreement;

h) the Employer continues to pay the employer share of the premium for the basic health insurance plan corresponding to that paid before the start of the agreement, providing that employees pay their share.

4) Voluntary transfer

When an employee benefiting from the phased retirement plan is voluntarily transferred, the employee and the Employer meet to agree on whether or not to continue the agreement and on any modification to be made to the agreement. Should they fail to agree, the agreement is terminated.

5) Bumping or layoff

For the purposes of applying the bumping procedure, if an employee's position is abolished or the employee is bumped, that employee is deemed to be performing the amount of work (full-time or part-time) normally scheduled for the position. The employee continues to benefit from the phased retirement plan.

In the case of an employee who is laid off and has job security, the layoff does not have any effect on the agreement; the agreement continues to apply during the layoff.

6) Termination of the agreement

The agreement is terminated in the following cases:

- retirement;
- death;
- resignation;
- dismissal;
- withdrawal with the Employer's consent;
- disability of the employee for more than three (3) years, if the employee was eligible for disability insurance during the first two (2) years of the disability.

In these cases as well as in those provided for in clause 41.04 4), the service credited under the agreement is maintained; where applicable, any unpaid contributions accrued with interest stay on file for the employee.

41.05 Unless provided otherwise in the preceding clauses, employees who benefit from the phased retirement plan are governed by the rules of the collective agreement applying to part-time employees.

ARTICLE 42
PERMANENT NEGOTIATING MECHANISM

42.01 In order to settle any problems related to working conditions, including problems of implementation and interpretation of the collective agreement, the negotiating parties agree to strike a permanent provincial negotiating committee.

42.02 The committee is made up of three (3) representatives of the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) including one (1) representative for the *Ministère de la Santé et des Services sociaux* (MSSS), on the one hand, and three (3) representatives of the Union, on the other hand.

42.03 Either party may send the other a brief written summary of the problem or problems which it wishes to submit to the committee for negotiation, as well as the names of its representatives.

The parties must meet within twenty (20) days of receiving this request.

42.04 The employees representing the Union are given leave with no loss of salary for the purpose of attending negotiating sessions between the parties.

42.05 The parties have a maximum of ninety (90) days to find a solution or solutions to the problem or problems raised.

42.06 Any agreement between the parties that modifies the collective agreement must be filed with the *Ministère du Travail, de l'Emploi et de la Solidarité sociale (Secrétariat du travail*).

42.07 If there is no agreement between the parties, they may agree on any procedure that will enable them to eventually settle the problem(s). When such a disagreement occurs on a modification to be made to the collective agreement and there is also disagreement on the mechanism to be used to reach a settlement, the parties refer the matter to the next round of collective bargaining.

ARTICLE 43
TECHNOLOGICAL CHANGE

Definition

43.01 Technological change is the introduction or addition of machinery, equipment or devices, or modifications to them, that has the effect of abolishing one or more positions or significantly modifying an employee's duties or the knowledge required to ordinarily perform the job.

Notice

43.02 The Employer notifies the Union and the employee at least thirty (30) days in advance of any changes requiring updating for the employee. If a technological change is implemented that has the effect of abolishing one or more positions, the Employer gives the Union and the employee at least four (4) months' written notice.

Once the Union has received the notice stipulated in this clause, it can make any representations it deems useful to the Employer.

43.03 The notice to the Union includes the following information:

a) the nature of the technological change;

b) the schedule of implementation;

c) identification of the positions or job titles to be affected by the change, and the foreseeable effects on the organization of work;

d) the main technical features of the new machinery, equipment or devices, or the planned modifications, when available;

e) all other pertinent information relating to this change.

Meetings

43.04 In the case of technological changes that have the effect of abolishing one or more positions, the parties meet no later than thirty (30) days after the Union receives the notice and subsequently at any other time they agree upon mutually to discuss plans for implementing the change, the foreseeable effects on the organization of work, and alternatives likely to reduce the impact on employees.

In the case of technological changes necessitating employee training, the Employer meets with the Union, at the Union's request, to inform the latter of the terms and conditions of this training.

Retraining

43.05 An employee covered by clause 15.03 who is in fact laid off following the implementation of a technological change is eligible for retraining in accordance with the provisions of Article 15.

ARTICLE 44
REGIONAL DISPARITIES

SECTION I
DEFINITIONS

For the purposes of this article, these definitions are used:

A- Dependant:

The spouse or dependent child as defined in Article 1 and any other dependant within the meaning of the *Income Tax Act* (CQLR, c. 1-3) providing that the latter resides with the employee. For the purposes of this article, however, employment income earned by the employee's spouse does not deprive the spouse of their status as a dependant.

Similarly, the fact that a child attends a high school recognized as being in the public interest in a location other than the employee's place of residence does not deprive the child of their status as a dependant if no public high school is accessible in the locality where the employee resides.

Similarly, the fact that a child attends a pre-school or elementary school recognized as being in the public interest in a location other than the employee's place of residence does not deprive the child of their status as a dependant if no pre-school or elementary school recognized as being in the public interest operating in the child's language of instruction (English or French) is accessible in the locality where the employee resides.

A child aged twenty-five (25) years or less who meets the following three (3) criteria is also considered to have the status of dependent child:

1) on a full-time basis, the child attends a post-secondary school recognized as being in the public interest in a location other than the place of residence of the employee working in a locality in sectors III, IV and V, excluding the localities of Parent, Sanmaur and Clova, or working in the locality of Fermont;

2) in the twelve (12) months preceding the start of the child's program of post-secondary studies, the child had the status of dependant in accordance with the definition of dependant provided in this article;

3) the employee has provided supporting documents attesting that the child is pursuing a program of post-secondary studies on a full-time basis, that is, proof of enrolment at the start of the session and proof of attendance at the end of the session.

Recognition of the status of dependant as defined in the preceding paragraph enables the employee to keep their isolation and remoteness premium at the same level and allows the dependent child to benefit from the provisions on trips out.

However, travel allowances allocated to the dependent child under other programs are deducted from the benefits related to trips out, for this dependent child.

In addition, a child aged twenty-five (25) years or less who is not considered to be a dependant for the purposes of applying Section 1-A and who attends on a full-time basis a post-secondary school recognized as being in the public interest will regain the status of dependant if they meet the above-mentioned conditions 1) and 3).

Point of departure:

Domicile in the legal sense of the term at the time of hiring, insofar as the domicile is located in a locality in Québec. The said point of departure may be changed by agreement between the Employer and the employee providing that it is located in a Québec locality.

For an employee already covered by this appendix, the fact that they change employers does not alter their point of departure.

B- Sectors:

Sector V

The localities of Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Tarpangajuk and Umiujaq.

Sector IV

The localities of Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvirnituq, Kuujjuaq, Kuujjuarapik, Whapmagoostui, Schefferville and Kawawachikamach.

Sector III

- The territory north of the 51st parallel, including Mistissini, Chisasibi, Oujé-Bougoumou, Radisson and Waswanipi, and with the exception of Fermont and the localities specified in Sectors IV and V;
- the localities of Parent, Sanmaur and Clova;
- the territory of the Côte-Nord, from Havre St-Pierre east to the Labrador border, including Anticosti Island.

Sector II

- The municipality of Fermont;
- the territory of the Côte-Nord east of the Rivière Moisie and extending as far as Havre St-Pierre inclusively;
- the Îles-de-la-Madeleine.

Sector I

The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

SECTION II
AMOUNT OF PREMIUMS

A- Employees working in one of the above-mentioned sectors receive an annual isolation and remoteness premium of:

Sectors	Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
With dependant(s)			
Sector V	21,242	21,667	22,100
Sector IV	18,005	18,365	18,732
Sector III	13,844	14,121	14,403
Sector II	11,005	11,225	11,450
Sector I	8,898	9,076	9,258
Without dependant(s)			
Sector V	12,049	12,290	12,536
Sector IV	10,215	10,419	10,627
Sector III	8,654	8,827	9,004
Sector II	7,334	7,481	7,631
Sector I	6,221	6,345	6,472

B- Part-time employees and employees who do not hold positions working in one of these sectors receive this premium prorated to the hours paid to them.

C- The amount of the isolation and remoteness premium is prorated to the length of an employee's posting in the Employer's territory included in any of the sectors described in Section I.

D- Subject to Section II-C, the Employer ceases to pay the isolation and remoteness premium provided for in this section if an employee and their dependants deliberately leave the territory during a paid absence or leave of more than thirty (30) days. The isolation and remoteness premium is maintained as if the employee were at work, however, during absences for annual vacation, statutory holidays, sick leave, maternity leave, paternity leave, adoption leave, protective leave or a work-related accident or occupational disease.

Employees who avail themselves of the provisions on leave with deferred pay may, at their request, defer payment of the isolation and remoteness premium on the same conditions as are agreed upon for salary.

E- In the event that both spouses work for the same employer or for two (2) different employers in the public and parapublic sectors, only one (1) of the spouses is entitled to the premium applicable to an employee with dependants, if there are one (1) or more dependants other than the spouse. If there is no dependant other than the spouse, each is entitled to the premium applicable to employees without dependants, notwithstanding the definition of the term “dependant” in Section I of this article.

F- Employees on maternity, paternity or adoption leave who stay within the territory during their leave continue to be entitled to the benefits provided herein in this clause.

SECTION III
OTHER BENEFITS

A- The Employer pays the following expenses for any employees recruited from within Québec more than fifty (50) kilometres from the locality in which they are called upon to perform their duties, providing that the locality is situated in one of the sectors described in Section I:

1) the cost of transportation for the relocated employee and their dependants;

2) the cost of transporting their personal effects and those of their dependants up to:

- 228 kg for each adult and each child aged twelve (12) years or over;
- 137 kg for each child under twelve (12) years of age;

3) the cost of transporting the employee’s furniture (including everyday utensils), if applicable, other than that provided by the Employer;

4) the cost of transporting a motor vehicle, if applicable, by road, boat or train;

5) the cost of storing the employee's furniture and personal effects, if applicable.

B- Employees are not entitled to reimbursement of these expenses if they breach their contract by resigning from the position to go and work for another employer before the sixty-first (61st) calendar day of their stay in the territory, unless the Union and the Employer agree otherwise.

C- If employees who are eligible for the provisions of Section III A 2), 3) and 4) decide not to make immediate use of some or all of these provisions, they continue to be eligible to use them in the two (2) years following the date on which their assignment begins.

D- These expenses are payable, providing that the employee does not have them reimbursed by another plan such as the federal workforce mobility plan, and providing that the employee’s spouse has not received an equivalent benefit from their Employer or from another source, and only in the following cases:

1) at the time of an employee's first posting;

2) at the time of a subsequent posting or transfer at the request of the Employer or the employee;

3) when the contract is breached or the employee resigns or dies: in the case of Sectors I and II, however, the reimbursement is prorated to the time worked in relation to a reference period set at one (1) year, except in the case of the employee's death;

4) when an employee obtains a leave for studies: in this case, the expenses stipulated in Section III A are also payable to an employee whose point of departure is up to fifty (50) km away from the locality where they work.

E- For the purposes of this section, these expenses are borne by the Employer between the employee's point of departure and the locality where they are posted, and are reimbursed upon presentation of receipts or supporting documents.

In the case of employees recruited from outside Québec, these expenses are borne by the Employer, without exceeding an amount equal to the costs of travelling between Montréal and the locality where the employees are assigned to perform their duties.

If both spouses as defined in Article 1 work for the same employer, only one (1) of them is entitled to the benefits conferred by this section. If one (1) of the spouses has received equivalent benefits from another employer or another source for this move, the Employer is not required to make any reimbursement.

F- The weight of 228 kilograms stipulated in Section III A-2) is increased by 45 kilograms for each year of service with the Employer in the territory, up to a maximum of 90 kilograms. This provision covers the employee only.

SECTION IV
TRIPS OUT

A- The expenses inherent in the following trips out for employees and their dependants are directly paid by the Employer or reimbursed to employees recruited from more than fifty (50) kilometres away from the locality in which they work:

1) for localities in Sector III except those listed in the following paragraph; for localities in Sectors IV and V, and the locality of Fermont: four (4) trips out per year for an employee without dependants and three (3) trips out per year for an employee with dependants;

2) for the localities of Clova, Havre St-Pierre, Parent, Sanmaur and the Îles-de-la-Madeleine: one (1) trip out per year.

Employees from localities located more than fifty (50) kilometres from the place of their posting who were recruited locally and who have obtained the right to trips out because they are living as if they were married with a spouse working in the public sector continue to be entitled to trips out under this article even if they lose their status of spouse as defined in Article 1.

The fact that an employee's spouse works for the Employer or for another employer in the public or parapublic sectors does not entitle an employee to a greater number of trips out paid for by the Employer than the number provided for in the collective agreement.

In the case of trips out granted to employees with dependants, it is not necessary for the trip out to be taken at the same time by all of the individuals entitled to it. The effect of this, however, must not be to grant employees or their dependants more Employer-paid trips out than the number provided for in the collective agreement.

These expenses are paid directly or reimbursed upon presentation of receipts or supporting documents for the employee and their dependants, up to the cost of return air fare for each between the locality to which the employee is posted and the departure point located in Québec, or as far as Montréal.

In the case of employees recruited from outside Québec, these expenses must not exceed the lesser of the following two amounts:

- either the equivalent of return air fare (regular flights) from the locality where the employee is posted to their place of residence at the time of hiring;
- or the equivalent of return air fare (regular flights) from the locality where the employee is posted to Montréal.

B- In the cases stipulated in Section IV A-1) and A-2), one (1) trip out may be used by a non-resident spouse, a non-resident relative or a friend to visit an employee living in one of the areas listed in Section I B.

C- The Union and the Employer may reach an agreement on the distribution and arrangement of the trips out provided under Section IV A, including the adjustment of trips out in the event of a delay in transportation not attributable to the employee.

D- If an employee or one of their dependants has to be evacuated on an emergency basis from a work location in one of the localities stipulated in Section IV A because of illness, accident or pregnancy complications, the Employer pays the cost of return air travel. The employee must prove the need for the evacuation. An attestation from the nurse or physician at the location or, if this cannot be obtained locally, a medical certificate from the attending physician is accepted as proof.

The Employer also pays the cost of return air travel for the person who accompanies the person evacuated from the work location.

E- The Employer gives permission for an absence without pay to an employee when one of their dependants must be evacuated on an emergency basis under Section IV C so that the employee can accompany the evacuee.

Subject to an agreement with the Employer on the terms and conditions for recouping it, an employee covered by the provisions of Section IV A may take a maximum of one (1) trip out in advance in the event of the death of a close relative living outside the locality where they work. For the purposes of this article, a close relative is defined as a spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law. In no case, however, can such a trip out taken in advance give the employee or their dependants more trips out than the number to which they are entitled.

F- Every year, employees who are eligible for reimbursement of costs incurred for trips out are entitled, on March 1, to annual compensation equal to fifty per cent (50%) of expenses incurred for the third (3rd) and fourth (4th) trips out during the previous calendar year. This annual compensation is added to the employee's pay in the pay period that includes March 1.

SECTION V
REIMBURSEMENT OF EXPENSES INCURRED IN TRANSIT

The Employer reimburses employees for expenses incurred in transit (meals, taxis and lodging, if necessary) for themselves and their dependants, at the time of hiring and for any prescribed trip out, providing that these expenses are not borne by a carrier.

Such expenses are limited to the amounts stipulated in the relevant provisions of the collective agreement.

SECTION VI
DEATH OF AN EMPLOYEE

In the event of the death of an employee or any of their dependants, the Employer pays transportation costs for repatriating the mortal remains. In addition, in the event of an employee's death, the Employer reimburses dependants for expenses incurred for return travel between the locality of the employee's posting and a place of burial in Québec.

SECTION VII
TRANSPORTATION OF FOOD

Employees who cannot provide for their own food supplies in Sectors V and IV in the localities of Kuujjuak, Kuujjuarapik, Whapmagoostui, Chisasibi, Radisson, Mistissini and Waswanipi because there are no sources of supplies in their locality are entitled to payment of the cost of transporting food, for up to the following quantities:

- 727 kg per year per adult and per child aged twelve (12) years or more;
- 364 kg per year per child under twelve (12).

This benefit is provided in one of the following ways:

a) either the Employer takes charge of transporting the food from the most accessible or most economical source of supply as far as transportation is concerned and pays the cost directly;

b) or the Employer pays employees an allowance equal to the cost that would have been incurred under the first formula.

Employees who are entitled to reimbursement of transportation costs for food are entitled annually on March 1 of each year to an additional allowance equal to sixty-six per cent (66%) of the cost incurred for the transportation of food for the preceding calendar year.

SECTION VIII
VEHICLE AT AN EMPLOYEE'S DISPOSAL

In all localities in which private vehicles are forbidden, local arrangements may be made to place vehicles at the disposal of employees.

SECTION IX
HOUSING

A- The obligations and practices associated with the Employer supplying the employee with housing at the time of hiring are only maintained in the localities where they already exist.

B- The rents charged to employees who are entitled to housing in Sectors V, IV and III and in Fermont are maintained at their December 31, 1988 rate.

At the Union's request, the Employer explains the grounds on which housing is allocated. Similarly, at the Union's request, the Employer informs the Union of the maintenance measures that exist.

SECTION X
RETENTION PREMIUM

Employees who work in Sept-Îles (including Clarke City), Port-Cartier, Gallix or Rivière Pentecôte receive a retention premium equal to eight per cent (8%) of their annual salary.

SECTION XI
SPECIAL PROVISION

The following provision applies to the Schefferville service point of the Hématite Health and Social Services Centre.

PERSONAL LEAVE

The second (2nd) paragraph of clause 24.01 of the collective agreement is modified as follows:

For the deaths mentioned in this clause, an employee is entitled to the travel time normally required for the trip if the funeral takes place outside the sector concerned.

SECTION XII
PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS

The Employer agrees to renew the agreements on trips out for employees hired from less than fifty (50) kilometres away from Schefferville and Fermont for all employees entitled to them on December 31, 1988.

ARTICLE 45
JOINT LOCAL INTER-UNION COMMITTEE ON THE ORGANIZATION OF WORK

45.01 The local parties form a joint inter-union committee on the organization of work.

45.02 COMMITTEE'S MANDATES

The committee has a mandate to:

- review organization of work projects, accessing all the relevant information;
- share committee members' concerns regarding these projects;
- study ways to help alleviate difficulties.

The local parties agree on the projects that will be addressed by the committee.

45.03 COMMITTEE'S COMPOSITION AND OPERATIONS

Only unions representing employees concerned by a project will be present at a meeting on that project.

The composition, role and operations of the committee are determined by local arrangement.

ARTICLE 46
DURATION AND RETROACTIVE APPLICATION OF THE NATIONAL PROVISIONS OF THE COLLECTIVE AGREEMENT

46.01 Subject to clauses 46.04 and 46.05, these national provisions of the collective agreement take effect on January 30, 2022, and remain in force until March 31, 2023.

46.02 Subject to clauses 46.04 and 46.05, the provisions set out in the preceding collective agreement continue to apply until the date on which this collective agreement comes into force.

46.03 The following provisions of the 2016-2020 collective agreement, which expired on March 30, 2020, are extended until:

January 15, 2022

1- the Letter of Agreement regarding employees working with clients in residential and long-term care centres (Letter of Agreement No. 18), for employees holding one or more job titles in the set of health and social services technician job titles;

January 29, 2022

1- the Letter of Agreement regarding employees working with clients who have severe behaviour disorders (Letter of Agreement No. 17);

2- the Letter of Agreement regarding employees with the job title of psychologist (Letter of Agreement No. 19).

46.04 The following provisions and the corresponding provisions of the appendices take effect on April 1, 2020:

1) overtime;

2) the team leader premium;

3) the salary rates and scales, including the job-security allowance, disability insurance benefits[1] including those paid by the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* – CNESST) and/or by the *Société d'assurance automobile du Québec* (SAAQ) and sick days payable on December 15 each year, the allowances provided under parental rights, the special provision for radiology technologists (Article 3 of Appendix 1), the additional remuneration provided in Article 17 and in clause 5.02 of Appendix 1 and the provisions for employees who are off the rate or off the scale;

[1] However, changes to provisions related to accumulation of experience and calculation of benefits under the disability insurance plan, under 30.19 b), come into force on January 30, 2022.

4) the salary supplement for temporarily replacing the head of a service or sector or the head technologist, stipulated in Article 1 of Appendix 1;

5) the evening- and night-shift premium stipulated in clause 37.01A) and C);

6) the enhanced evening- and night-shift premium stipulated in clause 37.02;

7) the professional co-ordination premium stipulated in clause 37.09;[1]

8) the split-shift premium stipulated in clause 37.06;

9) the psychiatry premium stipulated in clause 37.07;

10) the isolation and remoteness premium and the retention premium;[2]

11) the weekend premium;

12) the study incentive premium for social work technicians, stipulated in clause 5.03 of Appendix 1;

13) the study incentive premium for educators, stipulated in clause 6.02 of Appendix 1;

14) the on-call premium stipulated in clause 20.01;

15) the critical care premium and the enhanced critical care premium;[3]

16) the specific critical care premium and specific enhanced critical care premium;[3]

17) the shift rotation premium;

18) the premium for closed custody, intensive supervision and evaluation of youth protection reports set out in Article 2 of Appendix 8;[4]

19) the additional remuneration provided under clause 9.14 B).

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[1] However, the professional co-ordination premium is abolished as of January 30, 2022.

[2] However, the following provisions come into force on January 30, 2022: Oujé-Bougoumou is added to Sector III; Schefferville and Kawawachikamach are transferred to Sector IV, and Umiujaq to Sector V; and trips out can be used by a non-resident relative or a friend.

[3] However, the following provisions come into force on January 30, 2022: the requirement to have worked continuously for at least three (3) hours is removed, and the job titles of assistant chief medical electrophysiology technologist (2236), medical electrophysiology technical coordinator (2276) and specialized radiation oncology technologist (2218) are added.

[4] However, the premium for closed custody, intensive supervision and evaluation of youth protection reports is abolished as of January 16, 2022.

Part-time employees and employees who do not hold positions

For part-time employees and employees who do not hold positions, the amounts of retroactive pay ensuing from the application of clause 46.04 include the adjustment of remuneration for sick leave, annual vacation leave and statutory holidays as well as those that replace floating days off, in accordance with the percentage rates provided in the collective agreement. This adjustment is calculated on the portion of the retroactive payment resulting from the adjustment of salary y rates and scales.

46.05 The following provisions take effect:

1- on April 1, 2019, for the additional remuneration provided under clause 9.14;

2- with the pay following the forty-fifth (45th) day after the signing of the provisions of the collective agreement, for the Employer's contribution to the basic health insurance plan as set out in clause 30.14;

3- on January 16, 2022, for:

a. the trainee supervision premium set out in 37.12;

b. premiums given to employees under articles 3 and 4 of Letter of Agreement No. 24 - Regarding increased staffing, stabilizing work teams, and support and recognition for employees working in youth protection;

c. the accumulation of hours actually worked for purposes of receiving the lump sum provided to employees belonging to the set of health and social services technicians and professionals who work with clients in residential and long-term care centres (CHSLDs), in accordance with Letter of Agreement No. 18.

46.06 Payment of salary based on the salary scales and payment of the premiums and supplements provided for in the collective agreement begin within no more than forty-five (45) days of the date on which the provisions of the collective agreement are signed.

46.07 Subject to the provisions of clause 46.08, the retroactive amounts ensuing from the application of clauses 46.03 and 46.04 are payable, at the latest, within ninety (90) days of the date on which the provisions of the collective agreement are signed.

The retroactive amounts are paid in a separate instalment, accompanied by a document explaining the details of the calculations.

46.08 An employee whose employment ended between April 1, 2019 and the date of payment of the retroactive amounts has four (4) months from receiving the list mentioned in clause 46.09 to apply for payment of salary owing. If the employee has died, payment may be requested by their heirs or beneficiaries.

46.09 The Employer has three (3) months from the date the collective agreement comes into force to provide the Union with a list of all employees who have left their job since April 1, 2019, as well as their last known address.

46.10 The letters of agreement and appendices to the collective agreement are an integral part thereof.

46.11 Notwithstanding the provisions of clause 12.16 of the collective agreement, claims under clause 46.04 and 46.05 may be accepted retroactively to the dates specified in these clauses.

46.12 The collective agreement is deemed to remain in effect until the date on which a new collective agreement comes into force.

In witness whereof, the parties have signed on this 27th day of January, 2022.

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

Robert Comeau

Benoit Audet

Véronique Papillon

Noëlaine Allard

Charles-Alexandre Bélisle

Sophie Cloutier

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

Louis Bourcier

Johanne Gravel

LE MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

Dominique Savoie

Vincent Lehouillier

LE SECRÉTARIAT DU CONSEIL DU TRÉSOR

Édith Lapointe

Reda Diouri

LE MINISTRE DE LA SANTÉ ET DES SERVICES SOCIAUX

Christian Dubé

LA PRÉSIDENTE DU CONSEIL DU TRÉSOR

Sonia Lebel

PART II

APPENDICES

APPENDIX 1
SPECIAL PROVISIONS FOR CERTAIN TECHNICIANS

SCOPE

The provisions of this agreement apply insofar as they are not otherwise modified by this appendix stipulating special provisions for certain technicians who perform their duties and are employees as defined in clause 1.01 of the collective agreement.

ARTICLE 1
SPECIAL PROVISION FOR DIETETICS TECHNICIANS AND MEDICAL TECHNOLOGISTS OR GRADUATE MEDICAL LABORATORY TECHNICIANS

An employee who temporarily replaces the head of the service or sector or the head technologist for a period of at least seven (7) continuous hours of work is entitled to a supplement of:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
12.00	12.24	12.48

ARTICLE 2
PROVISION REGARDING THE PROMOTION OF RADIOLOGY TECHNOLOGISTS AND MEDICAL TECHNOLOGISTS OR GRADUATE MEDICAL LABORATORY TECHNICIANS

In their new job title, employees who are promoted receive the salary for the echelon in the new job title corresponding to the one they had in the job title they left.

ARTICLE 3
SPECIFIC PROVISION FOR RADIOLOGY TECHNOLOGISTS

Employees who are required to perform different duties receive the salary of the highest-paid duties providing that they performed those duties for half the normal work week, or receive the salary of the highest-paid duties for the hours worked in this position as long as they performed them for the equivalent of one (1) regular day of work. The equivalent of one (1) regular day of work must include a minimum of two (2) continuous hours.

ARTICLE 4
SPECIFIC PROVISION FOR PHYSIOTHERAPY TECHNOLOGISTS

Physiotherapy technologists who become physiotherapists are classified at the echelon of the scale for physiotherapists that is immediately higher than the salary they had in their former job title.

ARTICLE 5
SPECIFIC PROVISIONS FOR SOCIAL WORK TECHNICIANS AND SOCIAL AIDES

5.01 ECHELON ADVANCEMENT

a) The duration of time that an employee stays at an echelon is normally one (1) year of experience.

b) Echelon advancement is granted upon satisfactory performance.

c) Accelerated echelon advancement is granted on the date on which an employee completes the academic requirements entitling them to credited experience under the provisions of clause 5.02. Accelerated echelon advancement does not modify an employee's regular echelon advancement date.

5.02 POST-GRADUATE TRAINING

1) A social work technician employed by the institution who, outside of their regular hours of work, successfully completes thirty (30) credits in a university course related to social work and relevant to the duties performed by them is accorded two (2) years of experience for the purposes of echelon advancement on the basic scale for that employee or, if applicable, additional remuneration of 3% of the salary for the top echelon on the salary scale.

2) A social work technician employed by the institution who, during their hours of work, obtains thirty (30) credits in a university course related to social work and relevant to the duties performed by them is accorded one (1) year of experience for the purposes of echelon advancement on the basic scale for that employee or, if applicable, additional remuneration of 1.5% of the salary for the top echelon on the salary scale.

3) For the purposes of applying paragraphs 1 and 2, a social work technician who uses more than one program of post-graduate studies in their specialty is accorded a maximum of four (4) years of experience for the purposes of echelon advancement for all programs or, if applicable, additional remuneration of a maximum of 6% of the salary for the top echelon on the salary scale.

4) The provisions in paragraphs 1, 2 and 3 also apply to social aides, with the exception of the provisions on additional remuneration.

5.03 Full-time social work technicians who on June 30, 1995 were covered by a collective agreement providing for a study incentive premium paid each time that they successfully completed fifteen (15) credits in a social assistance course continue to benefit from the provisions of clause 6.02 for the duration of this agreement.

ARTICLE 6
SPECIAL PROVISIONS FOR EDUCATORS

6.01 For the purposes of applying the provisions on educators' post-graduate training, training related to an employee's duties is deemed to be required.

6.02 STUDY INCENTIVE PREMIUM

A full-time educator employed by the institution on the date this collective agreement comes into effect receives a study incentive premium after successfully completing fifteen (15) credits in the specialized education techniques program (CÉGEP courses).

The premium cannot be claimed by an educator who has obtained a bursary from the Employer or when the courses are taken during the employee's hours of work with no loss of salary for the employee concerned.

The study incentive premium is:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
560.00	571.00	583.00

Employees are granted one (1) year of experience for the purposes of echelon advancement on their scale each time they successfully complete a set of thirty (30) additional credits.

If an employee benefits from an additional echelon after obtaining some or all of the fifteen (15) credits, they cannot receive the study incentive premium stipulated in the first paragraph.

This premium is only paid once for a given set of credits obtained.

Equivalencies and exemptions are not accepted for this purpose.

6.03 LIVING OR REHABILITATION UNIT SUPERVISOR

1- On-call duty

To ensure that the living unit runs smoothly, the living or rehabilitation unit supervisor's presence is required in addition to their set work schedule, for circumstances such as the following, except when an educator is absent and needs to be replaced:

a) when beneficiaries leave for and return from vacations or holidays;

b) to assist a substitute or new educator on their team;

c) when one or several beneficiaries cause major problems.

2- Remuneration

The salary scale of an employee responsible for a living unit or rehabilitation unit is established taking into account the overtime worked on duties for which the employee is on call in accordance with the provisions set out in paragraph 1. Consequently, neither the employee nor the Union may claim payment or compensatory time off for overtime worked to perform such duties.

ARTICLE 7
MEALS

A meal is provided free of charge to employees with one of the following job titles who, in the course of their duties, are called on to take their meals with service users:

- educator (2691);
- special education technician (2686);
- community recreation leadership technician (2696).

APPENDIX 2
LIST OF PSYCHIATRIC EMERGENCY UNITS

ARTICLE 1
SCOPE

1.01 For the purposes of applying the critical care premium set out in 37.10, the list of psychiatric emergency units in question is the following:

SAGUENAY LAC SAINT-JEAN (02)

Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-Saint-Jean:

- *Hôpital de Chicoutimi*

CAPITALE-NATIONALE (03)

CHU de Québec-Université Laval:

- *Hôpital de l'Enfant-Jésus;*
- *Hôpital du Saint-Sacrement;*
- *Pavillon centre hospitalier de l'Université Laval*

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie-Centre hospitalier universitaire de Sherbrooke:

- *Hôtel-Dieu de Sherbrooke*

MONTRÉAL (06)

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

- Douglas Hospital;
- St. Mary's Hospital

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

- Jewish General Hospital

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:

- *Hôpital Notre-Dame*

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:

- *Pavillon Albert-Prévost*

McGill University Health Centre:

- Glen site;
- Montréal General Hospital

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- *Hôpital psychiatrique de Malartic*

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Centre:

- *Hôpital Charles-Lemoyne*

Centre intégré de santé et de services sociaux de la Montérégie-Est:

- *Hôpital Pierre-Boucher.*

1.02 If, during the life of this collective agreement, an institution sets up or closes a psychiatric emergency unit, the CPNSSS and the APTS will meet to amend this list.

APPENDIX 3
SPECIAL CONDITIONS APPLYING TO CERTAIN EMPLOYEES AFFECTED BY THE CONVERSION OF HOURS OF WORK INTO POSITIONS WITH JOB TITLES

CONSIDERING that the parties want to reduce precarious job status and employment conditions and ensure more stable positions for personnel working in institutions in the health and social services system;

CONSIDERING that the parties want to maximize the contribution of personnel working in institutions in the health and social services system;

CONSIDERING that the parties want to favour reliance on employees' services to reduce the use of independent workers and overtime;

CONSIDERING that the parties want to provide accessible, sustained, secure and high-calibre care and services to the population;

CONSIDERING the need to preserve the attraction value of these positions;

CONSIDERING the Employer's ongoing objective to establish a job structure that favours full-time positions.

ARTICLE 1
SCOPE

The provisions of this Appendix apply to employees holding the following job titles, except for employees covered by Letter of Agreement No. 24:

- educator (2691);
- human relations officer (1553);
- job titles of employees working in laboratory activity centres;
- job titles of employees working in electrophysiology activity centres;
- job titles of employees working in medical imaging activity centres (radiology, nuclear medicine and radiation oncology);
- psychoeducator (1652);
- psychologist (1546);
- social worker (1550);
- special education technician (2686).

These provisions do not apply to job titles with no more than twenty (20) full-time equivalents (FTEs) in a bargaining unit.

Employees who meet one of the following criteria may choose to be excluded from the process of converting hours of work into positions with job titles:

- are studying full-time at a recognized educational institution, in the same discipline as the one mentioned in the employee's job description, or in a related discipline;

- hold a position in which the only days of work scheduled are Saturday and Sunday;

- hold a position in another institution in the health and social services sector;

- work as a teacher in a recognized educational institution;

- are at least fifty-five (55) years old.

By local arrangement, the parties may agree to add other criteria allowing employees to choose to be excluded from the provisions of this Appendix, and may determine the applicable terms and conditions for employees covered by such criteria.

ARTICLE 2
PART-TIME EMPLOYEE

2.01 The following paragraph replaces clause 1.03 of the collective agreement:

A "part-time employee" is any employee who works fewer hours than the number stipulated for their job title. However, a part-time employee holds a position that involves at least twelve (12) shifts per twenty-eight (28) days. A part-time employee who occasionally works the full number of hours stipulated for their job title continues to have part-time status.

ARTICLE 3
PROCESS OF CONVERTING HOURS OF WORK INTO POSITIONS WITH JOB TITLES

3.01 Within twelve (12) months of the date on which the collective agreement comes into force, the Employer converts hours of work into positions with job titles for employees covered by Article 1 of this Appendix.

A part-time employee who holds a position with fewer than twelve (12) shifts per twenty-eight (28) days will have their position upgraded to that number of shifts, subject to the exclusions set out in Article 1 of this Appendix.

To carry out the process of converting hours of work into positions with job titles, local parties must agree on terms of implementation that notably ensure sufficient personnel to provide care and services in a balanced way across various activity centres, stabilize work teams, and call on employees in priority so as to limit recourse to independent workers and overtime.

3.02 Within twelve (12) months of the date on which the collective agreement comes into force, an employee who refuses to accept the conversion of hours of work into a position with a job title, or to apply for a position, is deemed to have resigned.

3.03 If an employee has not been able to obtain a position by the end of the process of converting hours of work into positions with job titles, and there are still vacant positions for which that employee meets the normal requirements of the job, the employee is deemed to have applied for such positions. Any employee who refuses such a position is deemed to have resigned.

3.04 The Employer must provide the local union with the relevant information required to carry out the process of converting hours of work into positions with job titles.

3.05 The parties undertake to support local parties throughout the process of converting hours of work into positions with job titles.

APPENDIX 4
REGARDING A FOUR (4)-DAY SCHEDULE

The parties agree to invite the local parties to introduce a schedule including a four (4)-day work week.

1. Four (4)-day work week

For full-time employees, the regular work week is modified as follows:

a) The regular work week for employees currently working thirty-two-and-a-half (32.5) hours becomes thirty (30) hours, distributed over four (4) days of seven-and-a-half (7.5) hours of work.

b) The regular work week for employees currently working thirty-five (35) hours becomes thirty-two (32) hours, distributed over four (4) days of eight (8) hours of work.

c) The regular work week for employees currently working thirty-six-and-a-quarter (36.25) hours becomes thirty-two (32) or thirty-three (33) hours, distributed over four (4) days of eight (8) or eight-and-a-quarter (8.25) hours of work.

d) The regular work week for employees currently working thirty-seven-and-a-half (37.5) hours becomes thirty-three (33) or thirty-four (34) hours, distributed over four (4) days of eight-and-a-quarter (8.25) or eight-and-a-half (8.5) hours of work.

e) The regular work week for employees currently working thirty-eight-and-three-quarters (38.75) hours becomes thirty-four (34) or thirty-five (35) hours, distributed over four (4) days of eight-and-a-half (8.5) or eight-and-three-quarters (8.75) hours of work.

For part-time employees, the regular work day is the one provided on the new schedule.

2. Conversion of sick leave and statutory holidays into premiums for full-time employees

- The maximum number of days of sick leave that can be accumulated annually is reduced from 9.6 days to 5 days.

- The number of statutory holidays may be reduced to a minimum of 8 days and a maximum of 11 days.

- These days of sick leave and statutory holidays that are freed up are converted into a compensation index. Depending on the number of days off that are converted, the percentage used to calculate the index varies as indicated in the following table:

days converted	compensation index
12.6	4.3%
13.6	4.9%
14.6	5.5%
15.6	6.0%

The compensation index applies to the hourly rate of pay for the job title, the supplement and the psychiatry premium, as well as the additional remuneration provided in Article 17 and Appendix 1, applied to the hourly rate of pay for the job title.

3. Changes resulting from the new schedule

Full-time employees continue to be governed by the rules applicable to full-time employees.

In addition to benefits such as statutory holidays and sick days, which are taken into account for the purposes of calculating the compensation index, the other benefits to be prorated to the new work schedule are:

	Former schedule	New schedule
- weekly premiums and supplements		
- floating days off	5 days	4 days
- annual vacation leave		
17 years of service or less	20 days	16 days
17 or 18 years of service	21 days	16.8 days
19 or 20 years of service	22 days	17.6 days
21 or 22 years of service	23 days	18.4 days
23 or 24 years of service	24 days	19.2 days
25 years of service or more	25 days	20 days

The salary to be used for the purpose of paying the additional remuneration provided under Article 17 and Appendix 1 is the salary stipulated on the new schedule.

The salary to be used for calculating any benefits, allowances or other is the salary stipulated on the new schedule, including the compensation index, in particular for:

- maternity, paternity and adoption leave allowances
- disability insurance benefits
- job-security allowance
- leave with deferred pay

For the purpose of qualifying for overtime, the regular work day for a full-time or part-time employee or an employee doing replacement work is the one stipulated on the new schedule. The regular work week of a full-time employee or an employee replacing a full-time employee for the latter's entire schedule is the one stipulated on the new schedule. For an employee doing replacement work on both kinds of schedules, the regular work week is the one stipulated for the job title with the five (5)-day schedule.

4. Terms and conditions of application

The local parties must agree on the model chosen, its duration and terms and conditions of application.

The terms to be agreed upon locally include in particular:

a) the area to which it applies (activity centre);

b) the proportion of volunteers; should the parties disagree, this proportion is set at 80%;

c) conditions for employees who do not volunteer (e.g., exchanging positions);

d) application for a minimum of one (1) year, renewable;

e) the possibility for either party to terminate the agreement after providing notice sixty (60) days prior to renewal;

f) the possibility for the parties to terminate the agreement at any time by mutual consent;

g) if the activities of the activity centre so permit, the local parties agree to make the four (4)-day schedule available on an individual basis.

5. For the duration of their day off, employees may continue to participate in the pension plan, in which case they are credited with the service and pensionable earnings corresponding to the day off. To this end, the parties may agree on the terms for paying the employee's contributions. Failing an agreement, the employees themselves pay all the required contributions that correspond to the day off.

APPENDIX 5
SPECIAL CONDITIONS FOR MEDICAL TECHNOLOGY EXTERNS

ARTICLE 1
SCOPE

Insofar as they are not otherwise modified by this appendix, the provisions of the collective agreement, with the exception of Article 17, apply to medical technology externs for the duration of their employment, as stipulated in regulations.

ARTICLE 2
PROBATION PERIOD

Medical technology externs who are rehired or integrated into a medical technologist job title after their externship are subject to a new probation period.

ARTICLE 3
SENIORITY

Employees are credited with seniority accumulated as a medical technology extern if they are hired by the same institution as a medical technologist or graduate medical laboratory technician within six (6) months of the end of their studies.

ARTICLE 4
LIFE, HEALTH AND DISABILITY INSURANCE PLAN

Employees do not participate in the life, health and disability insurance plan and receive the fringe benefits of part-time employees who are not covered by the plan.

APPENDIX 6
SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN SPECIFIC UNITS

ARTICLE 1
SCOPE

This appendix applies to institutions recognized by a health and social services agency and the *Ministère de la Santé et des Services sociaux* (MSSS) as having to provide care to beneficiaries admitted to specific units.

ARTICLE 2
FLOATING DAYS OFF

2.01 Full-time employees working in a specific unit in one of the institutions listed in Article 3 are entitled on July 1 of each year to one half-day off for each month worked, up to a maximum of five (5) days per year.

2.02 Employees who leave their post in a specific unit are paid for all the days off that they have accumulated but not used, in accordance with the remuneration they would receive if they were to take the days off at that time.

2.03 Part-time employees are not entitled to these floating days off and instead receive monetary compensation for them equal to 2.2%, applicable on:

- salary;
- the salary they would receive if it were not for an unpaid absence for illness occurring while they were scheduled to work in their position or on an assignment;
- the salary used to calculate maternity, paternity, adoption and protective leave allowances. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid at the same time as the annual vacation pay.

ARTICLE 3
INSTITUTIONS COVERED

3.01 The following institutions are covered by the provisions of this appendix:

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie-Centre hospitalier universitaire de Sherbrooke:

- *Hôpital et centre d'hébergement Argyll*

MONTRÉAL (06)

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

- *Centre d'hébergement de Lachine*

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:

- *Centre d'hébergement Armand-Lavergne*
- *Centre d'hébergement des Seigneurs*
- *Centre d'hébergement Émilie-Gamelin*
- *Centre d'hébergement Yvon Brunet*

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:

- *Centre d'hébergement de Saint-Laurent*

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- *CHSLD Macamic*

CHAUDIÈRE-APPALACHES (12)

Centre intégré de santé et de services sociaux de Chaudière-Appalaches:

- *Centre d'hébergement St-Alexandre*
- *Centre Paul-Gilbert – Centre d'hébergement de Charny*

LAVAL (13)

Centre intégré de santé et de services sociaux de Laval:

- *Centre d'hébergement Idola-St-Jean*

LANAUDIÈRE (14)

Centre intégré de santé et de services sociaux de Lanaudière:

- *Centre d'hébergement des Deux-Rives*

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Est:

- *Centre d'hébergement de Contrecœur.*

3.02 If, during the life of this collective agreement, an institution is recognized by the MSSS as having to offer services to beneficiaries admitted to specific units, the parties, through the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) and the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS), as well as representatives of the institution involved, meet to have the institution included on the list stipulated in clause 3.01.

APPENDIX 7
ATYPICAL WORK SCHEDULES

The local parties may, by agreement, establish atypical work schedules that have more hours than the regular work day without, however, exceeding twelve (12) hours of work.

Employees on an atypical work schedule may not under any circumstances be given more advantageous benefits than those granted to employees on a regular schedule.

Terms and conditions

The following provisions are aimed at adjusting the corresponding national provisions set out in the collective agreement:

1. Statutory holidays

On July 1 each year, statutory holidays are converted into hours using the following formula:

$$\left(\frac{\text{Number of hours in the regular work week stipulated for a full-time position}}{\text{5 days}} \right) \times \text{13 statutory holidays}$$

If an employee goes onto an atypical work schedule after July 1, the number of hours obtained by using the abovementioned formula is reduced by the number of hours equal to the statutory holidays already taken since that date.

In the event of an absence during which statutory holidays are not accumulated, the number of hours calculated using the formula is reduced by the number of hours equal to one (1) regular day of work multiplied by the number of statutory holidays that occur during this period of absence.

When a statutory holiday is taken, an employee is remunerated in accordance with the number of hours stipulated for a day of work on the atypical work schedule, and the number of hours calculated using the formula is reduced by the number of hours thus remunerated.

When a statutory holiday coincides with an absence due to illness of up to a maximum of twenty-four (24) months' duration, the employee is remunerated in accordance with clause 21.03, and the number of hours calculated using the formula is reduced by the number of hours equal to one (1) regular day of work.

For a full-time employee, the Employer reserves enough hours to pay the Québec National Holiday as a statutory holiday.

2. Other types of leave or time off

The days of leave or time off listed below are converted into hours using the following formula:

$$\left(\frac{\text{Number of hours in a regular work week stipulated for a full-time position}}{5 \text{ days}}\right) \times \left(\text{Number of days stipulated in the collective agreement for the time off in question} - \text{Number of days of time off already used}\right)$$

The types of leave or time off covered here are:

- annual vacation;
- floating days off;
- the bank of sick leave;
- certain types of leave provided under parental rights:
  - special leave (clause 25.20);
  - paternity leave (clause 25.21);
  - adoption leave (clause 25.22).

When such leave or time off is taken, the employee is remunerated according to the number of hours in a day of work stipulated for the atypical work schedule, and the number of hours determined using the formula is reduced by the number of hours thus remunerated.

3. Union leave

When the number of hours of union leave exceeds the number of hours in a regular work week stipulated for a full-time position divided into five (5) days, the bank of union leave is reduced by the equivalent number of days using the following formula:

$$\text{Number of hours of union leave for a day under the atypical work schedule} \div \left(\frac{\text{Number of hours in the regular work week for a full-time position}}{5 \text{ days}}\right)$$

4. Disability insurance

The waiting period is equivalent to the number of hours stipulated for the regular work week.

5. Premiums payable per work shift

Premiums payable per work shift are converted into hourly premiums by dividing them by the number of hours in the regular work week stipulated for a full-time position, divided into five (5) days.

6. Weekly premiums

Weekly premiums are converted into hourly premiums by dividing them by the number of hours in the regular work week stipulated for a full-time position.

7. Rest period

When an employee's work schedule provides for a day of between eight (8) and twelve (12) hours inclusively, the employee is entitled to a prorated number of minutes calculated on the basis of them having thirty (30) minutes of rest per eight (8)-hour day. These minutes of rest are divided into at least two (2) rest periods.

8. Calculation of minimum availability for enhanced evening- and night-shift premiums, enhanced critical care premiums and specific enhanced critical care premiums

For the purpose of calculating the minimum availability of sixteen (16) days per twenty-eight (28) days stipulated for the enhanced evening- and night-shift premiums, enhanced critical care premiums and specific enhanced critical care premiums, the number of hours of availability offered and honoured by an employee including the hours of their position during the twenty-eight (28)-day period is divided by the number of hours stipulated for a work shift in a regular work week.

9. Overtime

For the purposes of qualifying for overtime, the regular work week for a full-time or part-time employee or an employee who works a replacement assignment is the one stipulated on the new schedule. The regular work week of a full-time employee or an employee replacing a full-time employee for the latter's entire schedule is the one stipulated on the new schedule. For an employee who does replacement work on two kinds of schedules – a regular and an atypical schedule – the regular work week is the one stipulated on the regular schedule for the job title.

An employee who works overtime cannot do more than four (4) hours after a twelve (12)-hour shift.

10. Part-time employees' accumulation of experience

When the number of hours of work differs from the number stipulated for a regular work day for their job title, experience is calculated for a day on the atypical work schedule based on the hours worked in relation to the number of hours in a regular work day. Employees cannot, however, accumulate more than one (1) year of experience per calendar year.

11. Payment of hours that are not used

Employees who have not used all the hours of time off converted under this appendix receive payment, within one (1) month of the end of the period stipulated in the collective agreement for taking the time off in question, for unused hours that do not allow for one (1) full day off with pay.

APPENDIX 8
SPECIAL CONDITIONS FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND EVALUATION OF YOUTH PROTECTION REPORTS

ARTICLE 1
SCOPE

This appendix concerns employees assigned to the surveillance or rehabilitation of youths placed in closed custody under the *Youth Criminal Justice Act* (SC 2002, c. 1) or placed in services where intensive supervision is provided, as well as psychosocial workers whose duties in large part involve regularly evaluating reported situations under the *Youth Protection Act* (CQLR c. P-34.1).

Employees covered by the appendix on the special premium for employees of residential care facilities working in a secure environment in the 1995-98 collective agreement for rehabilitation centres who continue to carry out the same duties are covered by this appendix.

ARTICLE 2
FLOATING DAYS OFF

2.01 Full-time employees are entitled, as of July 1st of each year and for each month worked, to a half (½) day of paid leave, up to a maximum of five (5) days per year.

2.02 Employees who leave an assignment entitling them to these floating days off are paid for all floating days off thus acquired but not taken, in accordance with the remuneration they would have received if they had taken the days off at the time.

2.03 Part-time employees are not entitled to these floating days off but receive financial compensation of 2.2% with each pay period, applicable on:

- salary;
- the salary they would have received if they had not been on unpaid sick leave while assigned to a position or an assignment;
- the basic salary amount used to calculate the allowance for maternity, paternity, adoption or protective leave. The amount calculated for protective leave is not paid with each pay period, however; it is accumulated and paid concurrently with the vacation pay.

ARTICLE 3
INSTITUTIONS COVERED

3.01 In regard to closed custody, these provisions apply to institutions covered under the law. The units concerned are:

Centre intégré de santé et de services sociaux du Bas-Saint-Laurent:

Unités de réadaptation Rimouski:
Unité Le Quai
Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-St-Jean:

Centre de réadaptation St-Georges:
Unité L'Escale
Centre de réadaptation La Chesnaie:
Unité L'Entracte

Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec:

Centre de réadaptation Laforest (Drummondville):
La Clairière
Centre de réadaptation Bourgeois (Trois-Rivières):
Unité Le Séjour
Urgence Sociale

Centre intégré universitaire de santé et de services sociaux de l'Estrie – Centre hospitalier universitaire de Sherbrooke:

Point de service Val-du-Lac:
Escale
Avant-garde

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

Unité Northview
Unité Jeanne-Sauvé
Unité Dara

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:

Site Cité des Prairies:
Unité Aube
Unité Envol
Unité Épisode
Unité Gite
Unité Havre
Unité Source

Centre intégré de santé et de services sociaux de l'Outaouais:

Résidence Taché
Maison de l'Apprenti

Centre intégré universitaire de santé et de services sociaux de l'Abitibi-Témiscamingue:

Unité Le Refuge

Centre intégré de santé et de services sociaux de la Côte-Nord:

Pavillon Richelieu:
Unité Horizon

Les unités de réadaptation de Sept-Îles:
Unité La Halte

Centre intégré de santé et de services sociaux de la Gaspésie:

Site Gaspé:
Unité La Rade

Centre intégré de santé et de services sociaux de Chaudière-Appalaches:

Site Campus Lévis:
Le Boisé

Centre intégré de santé et de services sociaux de Laval:

Centre Notre-Dame de Laval:
Passerelle
Interlude

Centre Cartier:
Tournant
Transit
Station

Centre intégré de santé et de services sociaux de Lanaudière:

Campus Joliette:
Unité Le Relais

Centre intégré de santé et de services sociaux des Laurentides:

Campus d'Huberdeau:
Unité Le Relais

Centre intégré de santé et de services sociaux de la Montérégie-Est:

Campus Chambly:
L'Azimut
L'Émergence
La Passerelle
Le Versant

Campus St-Hyacinthe:
Le Séjour

3.02 These provisions apply to employees working in child and youth protection who evaluate reported situations, and to employees working in rehabilitation centres for youth with adjustment problems in intensive supervision units covered by this appendix.

APPENDIX 9
"TANDEM" JOBS IN HEALTH AND SOCIAL SERVICES

Job title number	Job title	Job class	Reference job title	Adjustment (%)
1914	Specialty nurse practitioner candidate	0	3-1915	97.5
2485	Nurse on a refresher period	1	3-2471	90.0
2490	Candidate for admission to the practice of the nursing profession	1	3-2471	91.0
3456	Candidate for admission to the practice of the nursing assistant profession	1	3-3455	91.0
3529	Nursing assistant on a refresher period	1	3-3455	90.0
4001	Nursing extern	1	3-2471	80.0
4002	Respiratory therapy extern	1	3-2244	80.0
4003	Medical technology extern	1	3-2223	80.0
6375	Trades apprentice, echelon 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
6375	Trades apprentice, echelon 2	1		75.0
6375	Trades apprentice, echelon 3	1		77.5
6375	Trades apprentice, echelon 4	1		80.0

APPENDIX 10
JOB TITLE RANKINGS

Job title number	Job title	Ranking[1]	Flat rate
5324	Purchaser	9	
5320	Assistant, university teaching	11	
5312	Administrative officer, Class 1 – administrative sector	9	
5311	Administrative officer, Class 1 – secretarial sector	9	
5315	Administrative officer, Class 2 – administrative sector	8	
5314	Administrative officer, Class 2 – secretarial sector	8	
5317	Administrative officer, Class 3 – administrative sector	6	
5316	Administrative officer, Class 3 – secretarial sector	6	
5319	Administrative officer, Class 4 – administrative sector	4	
5318	Administrative officer, Class 4 – secretarial sector	4	
1104	Purchasing officer	20	
1533	Training officer	21	
1534	Hearing impairment training officer	22	
1101	Personnel officer	21	
1105	Financial management officer	20	
1559	Behaviour modification agent	22	
1565	Planning, programming and research officer	22	
1553	Human relations officer	22	
1244	Information officer	20	
2688-1	Integration officer	16	
2688-2	Integration officer	16	
3545	Intervention officer	8	
3555	Intervention officer (team leader)[2]	9	
3544	Intervention officer in forensic settings	8	
3554	Intervention officer in forensic settings (team leader)[2]	9	
3543	Intervention officer in psychiatric settings	8	
3553	Intervention officer in psychiatric settings[2]	9	
1651	Educational techniques officer	20	
3244	Service aide	3	X
6414	General aide	3	X
6415	General aide in a northern institution	6	X
2588	Social aide	14	
6299	Cook’s helper	4	X

Job title number	Job title	Ranking[1]	Flat rate
6387	Assistant stationary engineer	4	X
1123	Computer analyst	21	
1124	Specialized computer analyst	23	
2251	Medical records archivist	15	
2282	Medical records archivist (team leader)	17	
5187	Research assistant	9	
2203	Pathology assistant	15	
3462	Rehabilitation assistant	9	
3205	Laboratory or radiology technical assistant	5	
3201	Health care technical assistant	5	
3218	Dental technical assistant	6	
3212	Pharmacy technical assistant	6	
3215	Senior pharmacy technical assistant	9	
2234	Assistant chief (laboratory)	18	
2242	Assistant head of archives	17	
2248	Assistant head respiratory therapist	20	
1236	Assistant chief physiotherapist / Assistant head physiotherapist	25	
2240	Assistant head dietetics technician	16	
2236	Assistant chief medical electro-physiology technician	17	
2219	Assistant chief radiology technologist	19	
2489	Assistant head nurse	21	
1254	Audiologist	23	
1204	Audiologist / Speech-language pathologist	23	
3588	Health and social services aide	9	X
5289	Library assistant	7	
1114	Lawyer	-	
1200	Bacteriologist	22	
1206	Librarian	21	
1202	Biochemist	22	
6303	Butcher	7	X
3485	Stretcher bearer	4	
6320	Launderer	4	X
6312	Cafeteria cashier	3	X
6395	Pipe and boiler insulator	6	X
2290	Transfusion safety clinical officer	19	
2466	Pre-hospital emergency services quality assurance and training officer	17	

Job title number	Job title	Ranking[1]	Flat rate
2247	Respiratory therapy clinical instructor	19	
1234	Clinical lecturer (physiotherapy)	24	
2106	Production agent	10	
2291	Transfusion safety technical officer	19	
2699	Head of module	18	
6340	Hairdresser	5	X
5323	Unit supervisor clerk (Institut Pinel)	8	
6336	Driver	6	X
6355	Heavy vehicle driver	6	X
1106	Institutional counsellor	-	
1701	Guidance counsellor	21	
1703	Work adaptability counsellor	20	
1115	Building counsellor	24	
1543	Counsellor for maladjusted children	22	
1538	Ethics advisor	22	
1539	Genetics counsellor	23	
1121	Health promotion counsellor	20	
1913	Care counsellor nurse	23	
2246	Respiratory therapy technical co-ordinator	19	
2227	Technical co-ordinator (laboratory)	17	
2213	Technical co-ordinator (radiology)	18	
2276	Medical electro-physiology technical co-ordinator	16	
2277	Biomedical engineering technical co-ordinator	17	
6374	Shoemaker	4	X
6327	Seamstress / Tailor	4	X
1544	Criminologist	22	
6301	Cook	10	X
2271	Cytologist	16	
6409	Draftsperson	7	
1219	Dietitian / Nutritionist	22	
6365	Cabinetmaker	10	X
2691-1	Educator	16	
2691-2	Educator	16	
1228	Physical educator / Kinesiologist	20	
6354	Electrician	10	X
6423	Electro-mechanic	11	
6370	Electronics technician	9	X

Job title number	Job title	Ranking[1]	Flat rate
1230	Occupational therapist	23	
6369	Tinsmith	10	X
6438	Guard	4	
6349	Residence guard	6	X
1540	Genagogist	20	
2261	Dental hygienist	16	
1702	Occupational hygienist	20	
2253	Medical illustrator	12	
2471	Nurse	19	
2473	Nurse (Institut Pinel)	19	
3455	Nursing assistant (or LPN)	14	
3445	Nursing assistant team leader	15	
2459	Nurse team leader	20	
1911	Nurse clinician	22	
1907	Nurse clinician (Institut Pinel)	22	
1912	Nurse clinician assistant head nurse / nurse clinician assistant to the immediate superior	24	
1917	Nurse clinician specialist	24	
2491	Nurse in a northern clinic	22	
2462	Nurse instructor	19	
1915	Specialty nurse practitioner[3]	28	
1916	Nurse first surgical assistant	24	
1205	Biomedical engineer	23	
2244	Respiratory therapist	18	
2232	Clinical instructor (laboratory)	17	
2214	Clinical instructor (radiology)	18	
3585	Industrial workshop instructor	8	X
3598	Handicrafts or occupational therapy instructor	8	
1552	Spiritual care worker	20	
6500	Specialized de-escalation and security worker (Pinel Institute)	10	
1660	Childcare worker	20	
6363	Labourer	4	X
6353	Millwright (Maintenance mechanic)	11	X
5141	Storekeeper	7	
6356	Master electrician	12	X
6366	Refrigeration machinery master mechanic	11	X
6357	Master plumber	10	X

Job title number	Job title	Ranking[1]	Flat rate
6380	Garage mechanic	9	X
6383-2	Stationary engineer	10	X
6383-3	Stationary engineer	9	X
6383-4	Stationary engineer	9	X
6352	Refrigeration machinery mechanic	11	X
6360	Millwright (Maintenance mechanic)	10	X
3262	Orthosis and/or prosthesis mechanic	10	
6364	Carpenter	9	X
3687	Education instructor	8	
3699	Recreation monitor	7	
6407	Drycleaner	4	X
5119	Offset duplicator operator	6	
5108	Data processing operator, Class I	8	
5111	Data processing operator, Class II	5	
5130	Braille production system operator	5	
2363	Dispensing optician	14	
1551	Community organizer	22	
1656	Remedial learning specialist	22	
1255	Speech-language pathologist	23	
2259	Orthoptist	17	
6373	Maintenance worker	6	X
6388	General handyman	9	X
6302	Baker or pastry cook	7	X
6362	Painter	6	X
2287	Clinical perfusionist	23	
2254	Medical photographer	12	
1233	Physiotherapist	23	
6368	Plasterer	5	X
6359	Plumber and/or pipefitter	10	X
6344	Porter	3	X
6341	Door attendant	1	X
3459	Beneficiary attendant (“A” certification)[2]	-	
6398	Laundry attendant	3	X
3259	Message centre attendant	3	
6262	Painting and maintenance attendant	6	X
3251	Reception attendant	5	
3245	Audio-visual attendant	3	

Job title number	Job title	Ranking[1]	Flat rate
6335	Housekeeping attendant (light work)	3	X
6334	Housekeeping attendant (heavy work)	3	X
3685	Unit and/or pavilion attendant	6	X
3467	Therapeutic materials and equipment attendant	7	
6386	Food service attendant	3	X
3204	Transport attendant	3	
6418	Transport attendant for physically handicapped service users	5	X
6347	Elevator attendant	2	X
3203	Autopsy attendant	6	
3480	Beneficiary attendant	9	X
3477	Beneficiary attendant (team leader [2]	10	X
5117	Storeroom attendant	4	
3241	Animal attendant	4	
3505	Attendant in a northern institution	9	X
3208	Ophthalmology attendant	6	
3247	Orthopaedic attendant	7	
3223	Physiotherapy and/or occupational therapy attendant	7	
3481	Medical device reprocessing attendant	6	
3449	Operating room attendant	6	
3229	Senior orthopaedic attendant	8	
6325	Presser	3	X
1652	Psychoeducator	22	
1546	Psychologist	24	
2273	Psycho-technician	13	
3461	Child nurse / baby nurse	12	
1658	Recreologist	20	
6382	Upholsterer	7	X
2694-1	Living or rehabilitation unit supervisor	18	
1570	Case reviewer	23	
5321	Legal secretary	8	
5322	Medical secretary	8	
6367	Locksmith	8	X
1572	Sexologist	22	
1573	Clinical sexologist	23	
1554	Sociologist	19	
2697	Sociotherapist (Institut Pinel)	17	
6361	Welder	10	X

Job title number	Job title	Ranking[1]	Flat rate
1291	Clinical specialist in laboratory medicine	28	
1407	Clinical activities specialist	22	
1661	Audio-visual specialist	21	
1521	Care assessment specialist	22	
1557	Orientation and mobility specialist	21	
1109	Specialist in administrative processes	-	
1560	Rehabilitation specialist for the visually impaired	21	
1207	Specialist in biological and physical sciences in health	23	
6422	Institutional guard	8	
3679	Lifeguard	6	X
2102	Contributions technician	14	
3224	Class “B” technician	9	
2360	Braille technician	12	
2224	Graduate medical laboratory technician	16	
2262	Dental technician	14	
2696	Recreation technician	13	
2101	Administrative technician	14	
6317-1	Food technician	9	
6317-2	Food technician	9	
2333	Graphic arts technician	12	
2258	Audio-visual technician	12	
2374	Building service technician	15	
2275	Communications technician	12	
2284	Clinical cytogenetics technician	16	
2257	Dietetics technician	14	
2356	Documentation technician	13	
2686	Special education technician	16	
2370	Industrial electricity technician	13	
2381	Electrodynamics technician	13	
2241	Electro-encephalography technician (EEG)	14	
2371	Electro-mechanics technician	13	
2369	Electronics technician	14	
2377	Mechanical fabrication technician	12	
2367	Biomedical engineering technician	15	
2285	Gerontology technician	13	
2280	Horticulture technician	13	
2702	Occupational hygiene technician	16	

Job title number	Job title	Ranking[1]	Flat rate
2123	Computer technician	14	
2379	Instrumentation and control technician	14	
2362	Orthotics-prosthetics technician	15	
2270	Cardio-respiratory physiology therapist	14	
2368	Safety technician	13	
2584	Social research technician	13	
2586	Social work technician	16	
2112	Paralegal[2]	14	
2124	Specialized computer technician	16	
2278	Hemodynamics technologist	16	
2223	Medical technologist	16	
2286	Medical electrophysiology technologist	15	
2208	Medical imaging technologist (nuclear medicine)	16	
2205	Medical imaging technologist (diagnostic radiology)	16	
2222	Radiology technologist (digital imaging and information system)	17	
2207	Radiation oncology technologist	16	
2217	Specialized independent sonographer	18	
2212	Specialized medical imaging technologist	17	
2218	Specialized radiation oncology technologist	17	
2295	Physiotherapy technologist	16	
1258	Art therapist	22	
1241	Translator	19	
2375	Community worker	16	
3465	Neighbourhood or sector worker	9	
1550	Social worker	22	

Notes:

(1) Rankings for job titles in this appendix are those observed on the date the collective agreement is signed, without any admission on the part of the union party.

(2) See the collective agreement for the date on which job titles were created or abolished.

(3) Ranking 28 is applicable as of January 25, 2021.

APPENDIX 11
SALARY STRUCTURE, RATES AND SCALES AS OF APRIL 1, 2022, IN THE HEALTH AND SOCIAL SERVICES SECTOR

Rangements	Échelons																		Rangements	Taux uniques
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1	20,98																		1	20,98
2	21,27																		2	21,27
3	21,39	21,50	21,59																3	21,58
4	21,54	21,74	21,90	22,06															4	22,03
5	21,73	22,02	22,33	22,65															5	22,59
6	21,89	22,25	22,60	22,97	23,35														6	23,24
7	22,18	22,65	23,13	23,61	24,13														7	23,98
8	22,36	22,86	23,39	23,90	24,44	25,00													8	24,76
9	22,54	23,07	23,64	24,21	24,78	25,39	26,00												9	25,63
10	22,81	23,36	23,97	24,56	25,17	25,79	26,41	27,10											10	26,57
11	23,12	23,70	24,31	24,95	25,58	26,23	26,88	27,60	28,31										11	27,58
12	23,48	24,17	24,88	25,63	26,37	27,19	27,79	28,41	29,04	29,40									12	28,56
13	23,82	24,54	25,27	26,03	26,80	27,59	28,42	29,07	29,76	30,12	30,82								13	29,71
14	24,21	24,94	25,68	26,44	27,25	28,04	28,90	29,77	30,45	30,87	31,60	32,32							14	30,88
15	24,36	25,20	26,07	26,92	27,85	28,77	29,77	30,76	31,60	32,16	33,05	33,95							15	32,22
16	24,78	25,69	26,67	27,64	28,65	29,72	30,81	31,95	32,93	33,59	34,62	35,67							16	
17	25,22	26,23	27,27	28,37	29,48	30,67	31,91	33,16	34,28	35,08	36,25	37,49							17	
18	25,39	26,49	27,68	28,90	30,17	31,49	32,89	34,32	35,61	36,59	37,96	39,40							18	
19	25,81	26,58	27,39	28,22	29,07	29,95	30,86	31,79	32,74	33,42	34,41	35,47	36,54	37,46	38,39	39,38	40,38	41,39	19	
20	26,22	27,08	27,94	28,84	29,78	30,72	31,72	32,74	33,80	34,54	35,67	36,81	38,02	39,06	40,12	41,22	42,33	43,49	20	
21	26,66	27,54	28,50	29,47	30,49	31,53	32,61	33,74	34,89	35,73	36,96	38,22	39,55	40,70	41,90	43,13	44,39	45,70	21	
22	27,08	28,03	29,06	30,11	31,21	32,36	33,52	34,73	36,01	36,94	38,28	39,69	41,13	42,41	43,74	45,11	46,53	47,98	22	
23	27,46	28,51	29,59	30,75	31,94	33,15	34,43	35,74	37,12	38,17	39,63	41,17	42,74	44,18	45,66	47,18	48,77	50,39	23	
24	28,33	29,45	30,61	31,82	33,08	34,37	35,73	37,14	38,60	39,74	41,29	42,94	44,61	46,17	47,77	49,41	51,09	52,88	24	
25	28,73	29,93	31,17	32,47	33,81	35,22	36,66	38,21	39,79	41,02	42,73	44,50	46,36	48,04	49,80	51,62	53,50	55,47	25	
26	29,37	30,63	31,96	33,32	34,75	36,27	37,82	39,46	41,15	42,51	44,33	46,24	48,23	50,06	51,97	53,96	56,01	58,14	26	
27	30,01	31,36	32,72	34,21	35,72	37,32	39,01	40,74	42,54	44,00	45,96	48,00	50,15	52,14	54,21	56,36	58,60	60,91	27	
28	30,39	31,82	33,29	34,83	36,46	38,17	39,96	41,81	43,77	45,34	47,47	49,69	52,02	54,18	56,43	58,78	61,23	63,80	28	

Translator's note: the English headings for the table are Ranking, Echelon, Ranking, and Flat rate.

Notes:

- Salary rates take into account the general parameters for pay raises set out in clause 9.13 of the collective agreement.
- Echelons in rankings 1 to 18 are annual echelons.
- Starting with ranking 19, echelons 1 to 8 are semi-annual and echelons 9 to 18 are annual.
- Flat rates are calculated on the basis of career earnings over 33 years.

PART III

LETTERS OF AGREEMENT

LETTER OF AGREEMENT NO. 1
REGARDING THE COMMITTEE ON THE IMPACT OF THE TRANSFORMATION OF THE HEALTH AND SOCIAL SERVICES SYSTEM

The parties agree to set up a joint committee to examine the impact of the transformation of the health and social services system on employment in the professional and technical classes of personnel represented by the APTS.

Committee's mandate

A- To examine and review:

- potential effects of the transformation of structures and services in the system (shift towards ambulatory care, reorganization of services, medical advances, access to public services, etc.);

- the impact on the work force of various forms of organization of work and technological change, as well as job requirements;

- current and future needs for labour, as well as needs in terms of human resources development for the professional and technical classes of personnel represented by the APTS;

- prospective new professional fields;

- the effects of the current regionalization process on the management of human resources;

- any relevant information.

B- To formulate and convey all advice that it deems appropriate to give to the *Ministère de la Santé et des Services sociaux* (MSSS), institutions and the negotiating parties.

Composition of the committee

The committee will be composed of:

- three (3) people designated by the MSSS;

- three (3) people designated by the APTS;

- people chosen by the two parties for their expertise.

The committee's operations and work plan

The committee defines its operating procedures and its work plan, taking into account its mandate.

LETTER OF AGREEMENT NO. 2
REGARDING THE CREATION OF A PROVINCIAL WORKING COMMITTEE TO UPDATE AND MODERNIZE THE COLLECTIVE AGREEMENT

Within sixty (60) days of the date on which the collective agreement comes into force, the parties set up a provincial committee to update the collective agreement.

COMMITTEE'S MANDATE

The committee's mandate is to discuss matters such as the following:

- review of certain provisions on the union's duty of fair representation;

- review of certain mechanisms for settling disputes, including grievance settlements, grievance arbitration, and medical arbitration;

- provision that the Employer may deny or cancel a request for union leave, even if the request is presented properly;

- provision that the Employer may demand that employees provide supporting documents to justify an absence for family-related reasons or parental responsibilities;

- elimination of the ninety (90)-day time limit for filing a psychological harassment complaint;

- provision that employees become eligible for the leave with deferred pay plan only after thirty-six (36) months of service with the Employer;

- elimination of the Employer's obligation to check off union dues when the parties are waiting for the administrative labour tribunal (*Tribunal administratif du travail*) to rule on whether an employee is to be included in the bargaining unit;

- provision that employees who are entitled to the "off the rate or off the scale" pay guarantee be integrated in the salary scale for a period no longer than the duration of the collective agreement, with all the necessary adjustments made (to ensure consistency);

- elimination of provisions granting the "off the rate or off the scale" pay guarantee to employees who are subject to the exemptions (so-called "derogations") set out in the *Act respecting the conditions of employment in the public sector*;

- review of the provision on recognized post-graduate training to ensure that only degrees or diplomas issued outside Canada must be recognized by a certificate of equivalence issued by the authorized government body;

- lengthier time limits for handling work overload complaints, and an added stipulation that local parties may agree, in writing, to extend the time limits set out in the procedure;

- consolidation of the mandates assigned to existing committees;

- removal of the social insurance number from the detailed statement provided to the Union under clause 8.01;

- stipulation of a thirty (30)-day time limit for the Union to reimburse unpaid union leave after receiving the Employer's invoice;

- elimination of provisions on grievances that were filed before May 14, 2006;

- elimination of provisions in Article 39, and other identified provisions, relating to vested benefits or privileges that are no longer applicable;

- provision that employees who are still disabled after thirty-six (36) months and are benefitting from the leave with deferred pay plan may not be relieved of their debt.

The mandate applies for twelve (12) months after the committee is set up.

The parties may agree to make changes to the collective agreement as the committee carries out its work.

COMPOSITION OF THE COMMITTEE

The committee consists of three (3) representatives for the employer side and three (3) representatives for the union side.

LETTER OF AGREEMENT NO. 3
REGARDING THE DEVELOPMENT OF HUMAN RESOURCES

The provincial parties recognize the importance of developing human resources.

To this end, they meet to discuss needs in professional development enabling employees to acquire greater knowledge and skills in practising their profession, notably through activities organized by professional orders or any other training activities, as well as with respect to new orientations in the health and social services sector.

They exchange all relevant information about training that could be made available to employees covered by this collective agreement as well as the instructors who give the training. They may also agree to discuss any other matter.

The CPNSSS undertakes to provide the institutions with the relevant information discussed by the parties.

LETTER OF AGREEMENT NO. 4
REGARDING THE REMUNERATION OF EMPLOYEES WITH THE JOB TITLE OF LAWYER

Insofar as they are not otherwise modified by this letter of agreement, the provisions of the collective agreement apply to employees with the job title of lawyer.

1. ECHELON ADVANCEMENT

Despite the provisions of clause 18.06 of the convention collective, an employee with the job title of lawyer is not eligible for the accelerated advancement of one echelon for performance deemed exceptional by the Employer.

2. RETENTION PREMIUM FOR LAWYERS

2.01 Lawyers are eligible for a three (3)-tier retention premium under the following terms and conditions:

- after being at echelon 18 of the salary scale for one (1) year since their last echelon advancement: a premium of 5% of the salary on the scale corresponding to echelon 18;

- after being at echelon 18 of the salary scale for two (2) years since their last echelon advancement: a premium of 10% of the salary on the scale corresponding to echelon 18;

- after being at echelon 18 of the salary scale for three (3) years since their last echelon advancement: a premium of 15% of the salary on the scale corresponding to echelon 18.

The three (3) tiers of the premium cannot be accrued.

The rules stipulated in the collective agreement for advancing on the salary scales apply for the purposes of calculating the duration of time spent at echelon 18.

2.02 The retention premium is granted based on satisfactory performance. It continues to be granted from one year to the next unless the Employer notifies the lawyer in writing that their performance is no longer satisfactory. Such notice is transmitted to the lawyer at least thirty (30) days before the date on which the premium is discontinued.

2.03 This premium is not included in contributory earnings for the purposes of the pension plan.

LETTER OF AGREEMENT NO. 5
REGARDING THE CREATION OF A PROVINCIAL COMMITTEE ON WORKLOAD

Within ninety (90) days of the date on which the collective agreement comes into force, the parties set up a provincial committee on employee workload.

COMMITTEE'S MANDATE

In order to document employees' conditions of practice, the committee has a mandate to:

- identify relevant indicators to assess workload;
- assess employees' workload using the chosen indicators;
- submit its analyses and recommendations to the negotiating parties no later than twelve (12) months after it is set up.

COMPOSITION OF THE COMMITTEE

The committee consists of three (3) representatives for the employer side and three (3) representatives for the union side. Each party may call in a resource person periodically.

LETTER OF AGREEMENT NO. 6
REGARDING RETIRED EMPLOYEES WHO ARE REHIRED

Retired employees who are rehired benefit only from the provisions on remuneration in Article 9 of the collective agreement and the applicable premiums or supplements.

Such employees nevertheless receive the fringe benefits applicable to part-time employees who are not covered by the life, health and disability insurance plan stipulated in 38.03 c) of the collective agreement.

LETTER OF AGREEMENT NO. 7
REGARDING TRANSFORMATION AND REORGANIZATION PLANS

In the context of any planned transformation or reorganization resulting in the application of one of the clauses from 14.01 to 14.07 of the collective agreement, the Employer undertakes to meet with the Union before making any final decision, and give it an opportunity to propose any alternatives, suggestions or changes that might help meet the institution's objectives.

The Employer provides the Union with the following information:

- the nature of the planned transformation or reorganization;
- the reasons behind the transformation or reorganization and the objectives pursued;
- the activity centres in the institution likely to be affected by the planned transformation or reorganization;
- the projected timeline for making decisions and the projected implementation schedule;
- any other relevant information.

LETTER OF AGREEMENT NO. 8
REGARDING RECOGNITION OF ADDITIONAL EDUCATION WITHIN THE FRAMEWORK OF THE MASTER'S PROGRAM IN SOCIAL WORK AT UNIVERSITÉ LAVAL

In the framework of the provisions concerning the recognition of additional education for professionals, employees who successfully complete twenty-seven (27) credits of theoretical courses in the Master of Social Work program at Université Laval are entitled to the provisions of Article 17 as if they had successfully completed thirty (30) credits, inasmuch as the *Ministère de l'Éducation et de l'Enseignement supérieur* recognizes the employee's studies as being the equivalent of one year of study.

LETTER OF AGREEMENT NO. 9
REGARDING THE LIST OF MEDICAL ARBITRATORS PROVIDED IN ARTICLE 30 OF THE COLLECTIVE AGREEMENT

The parties may meet as needed, through the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) on the one hand and the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS) on the other, to amend the list of medical arbitrators provided in 30.29 3) of the collective agreement.

LETTER OF AGREEMENT NO. 10
REGARDING THE *CENTRE HOSPITALIER ET CENTRE DE RÉADAPTATION ANTOINE-LABELLE*

1- Employees working for the *Centre Hospitalier et Centre de Réadaptation Antoine- Labelle*[1] who on May 1, 2000 held positions and were entitled to the floating days off provided under Article 22 continue to be entitled to them unless and until they obtain another position as a result of the application of provisions on voluntary transfers.

2- Employees who on May 1, 2000 were on the availability list and entitled to the monetary compensation stipulated under clause 38.04 continue to be entitled to it until they obtain a position as a result of the application of the provisions on voluntary transfers.

3- Employees who obtain a position allowing for the application of Article 22 are not covered by the preceding paragraphs.

4- Employees working for the *Centre Hospitalier et Centre de Réadaptation Antoine-Labelle* who on May 1, 2000 were entitled to the premium in psychiatry under clause 37.07 continue to be entitled to it as long as they work in units other than the general short-term care unit in one of the following job titles:

- integration officer;
- educator;
- living or rehabilitation unit supervisor;
- community recreation leadership technician.

[1] Affiliated with the *Centre intégré de santé et de services sociaux des Laurentides*

LETTER OF AGREEMENT NO. 11
REGARDING CERTAIN EMPLOYEES WORKING FOR THE *CENTRE DE RÉADAPTATION LE CLAIRE FONTAINE*

THE PARTIES HERETO AGREE ON THE FOLLOWING:

1. Employees working for the *Centre psychiatrique de Roberval*[1] before September 14, 1990, who on October 22, 1992 were receiving the premium in psychiatry, continue to be entitled to it as long as they continue to work for the institution in a job title whose duties are directly related to patient care.

2. Employees working for the *Centre psychiatrique de Roberval* before September 14, 1990 continue to be entitled to the floating days off in psychiatry as long as they continue to work for the institution.

[1] Affiliated with the *Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-Saint-Jean*

LETTER OF AGREEMENT NO. 12
REGARDING CHANGES TO THE *LIST OF JOB TITLES* AND INCREASED WEEKLY HOURS OF WORK FOR SOME JOB TITLES IN THE PERSONNEL CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS

Within thirty (30) days of the date on which the collective agreement comes into force, the *Ministère de la Santé et des Services sociaux* (MSSS) undertakes to submit a set of changes to the *List of job titles, job descriptions and salary rates and scales in the health and social services system* (the *List of job titles*), specifying the additional option of 37.5 hours of work per week for the following job titles:

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

These changes to the above job titles are not subject to the procedure set out in Article 36 to modify the *List of job titles*.

Rules for implementation

Within sixty (60) days of the date on which the collective agreement comes into force, the Employer gives every employee holding a full-time position the option of upgrading their position on the basis of a 37.5-hour work week.

The Employer also gives every employee holding a part-time position the option of upgrading their position on the basis of a 37.5-hour work week, proportionally to the hours currently associated with their position.

No later than sixty (60) days after the employee has accepted the upgrade, the Employer provides the employee with confirmation that their position has been upgraded on the basis of a 37.5-hour work week.

When a position is newly created or becomes vacant, the usual procedure set out in the local provisions of the collective agreement is applicable.

Within sixty (60) days of the date on which the collective agreement expires, employees holding a part-time or full-time position are given the choice between:

- upgrading their position on the basis of a 37.5-hour work week,

or

- keeping the weekly hours of work stipulated for their position before the upgrade.

Once an employee has chosen between the two options, that choice is definitive.

The rules for implementation set out in this Letter of Agreement come to an end within sixty (60) days of the date on which the collective agreement expires.

After that, the following rules apply for job postings:

1. When a position is newly created or becomes vacant, the Employer must:

    - post newly created positions based on the weekly work hours stipulated in the *List of job titles,* except the option of a 37.5-hour work week;

    - post newly vacant positions based on the weekly work hours stipulated in the *List of job titles,* except the option of a 37.5-hour work week. However, positions that already had a 37.5-hour work week may be posted with a 37.5-hour work week.

2. When a person with a full- or part-time position obtains a position based on a regular 35-hour or 36.25-hour work week, the Employer may offer that employee the option of permanently upgrading the position on the basis of a regular 37.5-hour week.

LETTER OF AGREEMENT NO. 13
REGARDING THE TEAM LEADER PREMIUM

Employees who were working in a CLSC or CPEJ mission on May 14, 2006 and were entitled to a team leader premium continue to receive a weekly premium in addition to the salary stipulated for their job title for as long as they continue to perform these duties. The weekly premium is:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
30.00	30.60	31.21

LETTER OF AGREEMENT NO. 14
REGARDING THE CREATION OF A WORKING COMMITTEE ON THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

Within thirty (30) days of the date on which the collective agreement comes into force, the parties agree to set up a working committee overseen by the Treasury Board Secretariat, to determine whether it is appropriate to make certain changes to the Government and Public Employees Retirement Plan (RREGOP).

COMMITTEE'S MANDATE

The committee has a mandate to:

1. examine the following elements:

    a) parameters and evolution of retirement plans

    The parties agree to discuss some of the RREGOP's parameters, taking into consideration the retention of experienced employees on a voluntary basis and other factors. The topics under discussion include phased retirement and the maximum age for participating in the plan.

    The parties agree to discuss equity among participants and the interaction between the RREGOP and the Québec Pension Plan (QPP).

    The parties agree to discuss the coexistence of the RREGOP and the Pension Plan of Management Personnel (PPMP).

    b) funding

    The parties agree to discuss the criteria for funding the benefits defrayed by RREGOP participants, given certain risk factors such as the RREGOP's increasing maturity and the uncertainty surrounding financial markets' performance.

2. produce a joint or separate report on its work, to be presented to the negotiating parties no later than six months before the collective agreement expires.

COMPOSITION OF THE COMMITTEE

The working committee consists of six (6) representatives for the employer side and two (2) representatives for each of the following union organizations: the APTS, FAE, FIQ, SFPQ/CUPE and SPGQ.

LETTER OF AGREEMENT NO. 15
REGARDING FAMILY-WORK-STUDY BALANCE

The negotiating parties recommend to the local parties to create, by local arrangement, a joint inter-union committee on family-work-study balance, mandated notably, as the case may be, to:

- consult employees in order to identify needs related to family-work-study balance;

- analyze the data received;

- propose measures that are tailored to the needs of employees and to the realities of the work environment, and if necessary, analyze the appropriateness of introducing these measures by means of pilot projects.

The composition, role and operations of the committee are determined by the local parties.

LETTER OF AGREEMENT NO. 16
REGARDING WORK-TIME ARRANGEMENTS

1. Scope

The provisions of this letter of agreement apply to employees holding a full-time position with a regular work week distributed over five (5) days who work on the evening or night shift or on rotating shifts. They also apply to employees working on the day shift who have fifteen (15) or more years of experience.

Work-time arrangements are to be made on an individual and voluntary basis.

2. Terms and conditions for work-time arrangements

The local parties negotiate the terms and conditions for implementing work-time arrangements, in particular:

- the implementation date;

- the duration of requests for the work-time arrangement;

- what is done with the day or days freed up by an employee holding a full-time position, with priority given to employees in the department or service or as otherwise agreed upon by the local parties.

A. Day or evening shift

An employee holding a full-time position on the evening shift who wishes to have a schedule of nine (9) days of work per fourteen (14)-day period obtains one (1) paid day off per fourteen (14)-day period by converting twelve (12) statutory holidays, ten (10) days of annual leave and three (3) days of sick leave into time off.

The same provisions apply to an employee holding a full-time position on the day shift who has fifteen (15) or more years of service.

B. Night shift

a) An employee holding a full-time position on the night shift who wishes to have a schedule of nine (9) days of work per fourteen (14)-day period obtains one (1) paid day off per period of fourteen (14) days by converting the night-shift premium into time off. In such a case, the provisions of 37.02 B) and C) apply.

b) An employee holding a full-time position on the night shift who wishes to have a schedule of eight (8) days of work per fourteen (14)-day period obtains two (2) days of paid leave per fourteen (14)-day period:

i) by converting part of the night shift premium into the equivalent of twenty-five (25) days of time off;

ii) and by converting eleven (11) statutory holidays, ten (10) days of annual vacation leave and four (4) days of sick leave into time off;

iii) An employee who can obtain more than twenty-five (25) days by converting all of their night shift premium may:

- convert all the surplus days so as to reduce by a corresponding number the days of annual vacation leave set out in ii). If applicable, the residual amount representing a fraction of a day that does not constitute a full day is paid;

or

- be paid the part of the night shift premium that is not converted within a maximum of thirty (30) days of the anniversary date for the implementation of the work-time arrangement for the employee in question.

For the purpose of applying iii), surplus days are established as follows:

- for the 14% premium: 2 days;
- for the 15% premium: 3.7 days;
- for the 16% premium: 5.3 days.

iv) During any absence for which an employee receives remuneration, benefits or an allowance, their salary or the salary used to establish the benefits or allowance, as the case may be, is reduced during the absence by the percentage of the night shift premium that would be applicable under 37.02 B) of the collective agreement.

The provisions of iv) do not apply to the following absences:

a) statutory holidays;

b) annual vacation leave;

c) maternity, paternity or adoption leave;

d) absence for disability from the sixth (6^{th}) working day on;

e) absence for an employment injury recognized as such in accordance with the provisions of the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001);

f) additional days of leave or time off paid under i) and ii).

C. Rotating shifts

An employee holding a full-time position on rotating shifts may only take advantage of the work-time arrangement for the portion of time worked on the evening or night shift. The applicable terms and conditions are those provided for full-time positions on evenings or nights, prorated to the time worked on those shifts.

Notwithstanding the above, an employee with fifteen (15) or more years of service may take advantage of the work-time arrangement for the portion of time worked on the day shift as well.

D. Reconciliation of time

When an employee ceases to be covered by this letter of agreement in the course of the year, the reduction in the number of days of sick leave and annual vacation leave provided for in A or in B-ii) is prorated to the time that has elapsed since the last anniversary date of the implementation of the letter of agreement for the employee in question and the termination date, in relation to a full year.

In such a case, the Employer also pays an employee working on the night shift an amount corresponding to the part of the premium that has not been converted, prorated to the number of days worked between the anniversary date of the implementation of the letter of agreement for the employee and the termination date in relation to the number of days of work included in this period. For the purposes of this clause, days of leave stemming from the application of B-i) and B-ii) are deemed to be days worked.

E. Status of a part-time employee who replaces on the shifts freed up

An employee holding a part-time position who replaces on the shifts freed up by the full-time employee continues to have the status of part-time employee unless the local parties agree otherwise.

F. Ending implementation of the work-time arrangement

If the day or days freed up by the employee benefiting from the work-time arrangement are no longer worked by someone else for a period of at least fifteen (15) days, the Employer may terminate the work-time arrangement after giving the employee in question fifteen (15) days' notice.

LETTER OF AGREEMENT NO. 17
REGARDING EMPLOYEES WORKING WITH CLIENTS WHO HAVE SEVERE BEHAVIOUR DISORDERS

ARTICLE 1 LUMP-SUM AMOUNT

From the date on which the collective agreement comes into force until September 30, 2023, employees with one or more job titles in a group of job titles covered by Article 3 who work in one or more activity centres or subcentres covered by Article 4 are entitled to a lump-sum amount for each set of five hundred (500) hours effectively worked with clients who have severe behaviour disorders.

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

Hours worked that entitle employees to a floating day off or to monetary compensation in lieu of time off under Article 22 or Appendix 6 of the collective agreement are excluded from hours accrued for the purposes of obtaining the lump-sum amount.

For each set of five hundred (500) hours effectively worked, the employees in question receive a lump-sum amount corresponding to the group of job titles concerned:

Groups of job titles	Lump-sum amount for each set of 500 hours effectively worked
1000-1999	$360
2000-2999	$295

The lump-sum amount is paid when the prescribed number of hours has been worked, and no prorating is applied for this lump-sum payment.

The lump-sum is not included in contributory earnings for the purposes of the pension plan.

ARTICLE 2 DAY OFF

Employees holding a full-time position may obtain one (1) day off in lieu of the lump-sum amount to which they are entitled, after agreeing on the date with the Employer, providing they:

- inform the Employer of this choice before completing the period of five hundred (500) hours effectively worked;

- take this day off in the year that is underway, and by September 30, 2023, at the latest.

However, employees in any of the job titles listed below are not eligible to take a day off:

- audiologist (1254)
- audiologist / speech-language pathologist (1204)
- occupational therapist (1230)
- speech-language pathologist (1255)
- physiotherapist (1233)
- psychologist (1546)
- social worker (1550)

ARTICLE 3 JOB TITLES BY GROUP

By group, the job titles covered by the letter of agreement are the following:

1) Codes 1000 to 1999:

   - human relations officer (1553)
   - audiologist (1254)
   - audiologist / speech-language pathologist (1204)
   - guidance counsellor (1701)
   - work adaptability counsellor (1703)
   - criminologist (1544)
   - physical educator / kinesiologist (1228)
   - occupational therapist (1230)
   - social worker (1550)
   - community organizer (1551)
   - speech-language pathologist (1255)
   - physiotherapist (1233)
   - psychoeducator (1652)
   - psychologist (1546)
   - art therapist (1258)
   - clinical activities specialist (1407)

2) Codes 2000 to 2999:

   - social aide (2588)
   - educator (2691)
   - social work technician (2586)
   - special education technician (2686)

- community recreation leadership technician (2696)
- physiotherapy technologist (2295)
- community worker (2375)
- living or rehabilitation unit supervisor (2694)

ARTICLE 4 ACTIVITY CENTRES OR SUBCENTRES

4.01 The activity centres or subcentres are the following:

- 5410 Support for mental health services (*Act respecting health services and social services*)
- 5860 Youth health (*Youth Protection Act – Youth Criminal Justice Act – Act respecting health services and social services*)
- 5917 Psychosocial services for young people in difficulty and their families – crisis program for adolescents, families and children (CAFE program)
- 5927 Crisis intervention and follow-up, exclusively, and UPS-J program: direct intervention, with the client present (excluding phone counselling)
- 6670 Specialized services for addiction – service users admitted
- 6682 Outreach addiction services for the following programs:
  - Clinique Cormier Lafontaine
  - Team for the homeless and those without a fixed domicile
  - Youth team working in youth centres
  - Addiction/judicial team
  - Substitute treatment
  - Emergency-triage
- 6690 Brief intervention unit for addiction treatment
- 6940 Residential care/programs – Intellectual or physical impairments and pervasive developmental disorders
- 6945 Residential care/programs – Intellectual disabilities and pervasive developmental disorders
- 6946 Residential care/programs – Physical disabilities
- 6984 Group homes – Physical disabilities
- 6985 Group homes – Young people (0-17 years)
- 6989 Group homes – Youth in difficulty (*Youth Protection Act–Youth Criminal Justice Act – Act respecting health services and social services*)
- 7000 Day centre
- 7010 Work centre
- 7040 Residential resources – Residences with continuous assistance
- 7041 Residential resources – Residences with continuous assistance (intellectual disabilities and pervasive developmental disorders)

- 7042 Residential resources – Residences with continuous assistance (assistance (physical disabilities)
- 7690 Transportation of service users outside the facilities
- 7710 Security
- 8022 Rehabilitation for adults – Traumatic brain injuries
- 8032 Rehabilitation for children – Traumatic brain injuries
- 8054 Adjustment and rehabilitation services for individuals and the mobile intervention team
- 8090 Intensive functional rehabilitation unit

For activity centres 7690 (transportation of service users outside the facilities) and 7710 (security), only the stipulated employees working directly with clients who have severe behaviour disorders and are receiving care and services in the aforementioned activity centres or subcentres are entitled to a lump-sum amount under the terms and conditions provided in this letter of agreement.

4.02 Particular activity centres or subcentres authorized by the CPNSSS under Appendix 4 of ministerial bulletin No. 2013-022 are also covered by this letter of agreement, providing they continue to offer care and services to clients who have severe behaviour disorders.

4.03 If, during the life of the collective agreement, an activity centre's or subcentre's number is changed, the CPNSSS notifies the Union and the list is updated.

4.04 Transitional provision

Following the withdrawal of activity centres involving youth protection, the parties agree to assess, within sixty (60) days of the date on which the collective agreement comes into force, whether or not employees should remain eligible for the lump-sum amounts given to those working with clients who have severe behaviour disorders. The employees concerned must not be eligible for the youth protection premium.

LETTER OF AGREEMENT NO. 18
REGARDING EMPLOYEES WORKING WITH CLIENTS IN RESIDENTIAL AND LONG-TERM CARE CENTRES

ARTICLE 1 LUMP-SUM AMOUNT

From January 16, 2022, until September 30, 2023, employees who work in one or more activity centres or subcentres covered by Article 2 are entitled to a lump-sum amount for each set of seven hundred and fifty (750) hours effectively worked with clients in residential and long-term care centres (CHSLDs).

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

Hours worked that entitle employees to a floating day off or to monetary compensation in lieu of time off under Article 22 and Appendix 6 of the collective agreement are excluded from the accrual of hours for the purposes of obtaining the lump-sum amount.

For each set of seven hundred and fifty (750) hours effectively worked, the employees in question receive a lump-sum amount of one hundred and eighty dollars ($180).

The lump-sum amount is paid when the prescribed number of hours has been worked, and no prorating is applied for this lump-sum payment.

The lump-sum is not included in contributory earnings for the purposes of the pension plan.

ARTICLE 2 ACTIVITY CENTRES OR SUBCENTRES

2.01 The activity centres or subcentres in question are the following:

- 6060: Nursing care for persons with reduced independence;
- 6160: Basic care for persons with reduced independence;
- 6270: Residential and long-term care unit for adults with psychiatric diagnoses;
- 6271: Long-term nursing care – clients formerly in psychiatric institutions;
- 6272: Long-term basic care – clients formerly in psychiatric institutions;
- 6273: Long-term nursing care – other clients with psychiatric diagnoses;
- 6274: Long-term basic care – other clients with psychiatric diagnoses.

2.02 If, during the life of the collective agreement, an activity centre's or subcentre's number is changed, the CPNSSS notifies the Union and the list is updated.

LETTER OF AGREEMENT NO. 19
REGARDING EMPLOYEES WITH THE JOB TITLE OF PSYCHOLOGIST

ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees who hold the job title of psychologist (1546).

ARTICLE 2 RETENTION PREMIUM FOR THE JOB TITLE OF PSYCHOLOGIST

As of the date on which the collective agreement comes into force, the employees in question are entitled to a retention premium based on the number of hours of remunerated work, which is set as follows:

- Tier 1:
    - 4.1% calculated on their basic salary for a set of fifty-six (56) or more hours of remunerated work and less than seventy (70) hours of remunerated work performed per pay period;
- Tier 2:
    - 9.6% calculated on their basic salary for a set of seventy (70) hours of remunerated work performed per pay period.

The two tiers of the retention premium cannot be accrued.

Remunerated work performed by employees consists of their regular hours effectively worked and the following hours off from work:

- the following time off, holidays or leave stipulated in the collective agreement:
    - annual vacation leave;
    - statutory holidays;
    - sick leave;
    - floating days off;
    - special leave under 25.19 and 25.19A;
    - special leave under Article 24.
- union leave remunerated by the Employer or reimbursed by the Union when the employee in question is scheduled to be at work;
- training offered by the Employer and indicated on the work schedule;

- the time off remunerated by the Employer under Section 59 of the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001) or Section 36 of the *Act respecting occupational health and safety* (CQLR, c. S-2.1);

- disability periods under 30.19b).

The retention premium is not included in contributory earnings for the purposes of the pension plan.

The retention premium is phased out on September 30, 2023.

Method and formula for adjusting the premium[1]

The percentage of the two (2) tiers of the premium is reduced by any salary adjustment[2] excluding the general parameters for pay raises set out in the collective agreement.

The reduction of the premium is applied using the following method and formula:

The percentage to attribute to each of the two (2) tiers is determined using the basic hourly rate for the highest echelon on the salary scale. For the first adjustment that arises, the two (2) reference percentages for the retention premium are the ones in force on the date the collective agreement comes into force.

In mathematical terms:

$$\%\ \text{retention premium}_{\mathbf{Tier_i},t+1} = \left[\left(\frac{\text{Basic rate for the highest echelon}_t \times \left(1 + \%\ \text{retention premium}_{\mathbf{Tier_i},t}/100\right)}{\text{Basic rate for the highest echelon}_{t+1}}\right) - 1\right] \times 100$$

where

i = the tier of the retention premium

and where *i* = 1 for Tier 1 and *i* = 2 for Tier 2;

t = the date preceding the increase in the basic hourly rate for the highest echelon;

t + 1 = the date on which the basic hourly rate for the highest echelon is increased.

The result of the numerator must be rounded off to the closest cent.[3]

[1] The retention premium is calculated by the Treasury Board Secretariat.

[2] Including salary adjustments linked to the results of the pay equity audit or to salary relativity when such adjustments were granted after April 1, 2015

[3] When rounding off to the nearest cent, note that if the decimal point is followed by three or more digits, the third and following digits are dropped if the third digit is less than 5. If the third digit is equal to or greater than 5, the second is increased by one unit, and the third and following digits are dropped.

The percentage obtained for the retention premium for each tier is rounded off to one digit after the decimal point.[1]

If, during the life of the collective agreement, the retention premium is reduced using the method and formula for adjusting the premium, the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) notifies the Union.

Provisions concerning part-time employees

The provisions of this letter of agreement apply to part-time employees, with the following adjustments:

- the fringe benefits applicable to part-time employees on each pay take into account the retention premium;

- hours off from work that are remunerated in fringe benefits coinciding with an employee's day of work indicated on the work schedule are considered admissible hours for the purpose of determining eligibility for the retention premium. However, the retention premium does not apply during such absences.

[1] When the decimal point is followed by two or more digits, the second and following digits are dropped if the second digit is less than 5. If the second digit is equal to or greater than 5, the first digit is increased by one unit and the second and following digits are dropped.

LETTER OF AGREEMENT NO. 20
REGARDING UNION LEAVE FOR PROVINCIAL COMMITTEES

Despite the provisions of clause 10.16 of the collective agreement, union leave to participate in the work or attend meetings of provincial committees created under the 2022-2023 collective agreement is unpaid and is covered by the terms and conditions of clause 10.05 of the collective agreement.

These committees are notably the following:

- working committee on the Government and Public Employees Retirement Plan (RREGOP);
- provincial inter-union committee to review the procedure for modifying the *List of job titles, job descriptions, and salary rates and scales in the health and social services system*;
- working committee on parental rights;
- provincial working committee regarding increased staffing, stabilizing work teams, and support and recognition for employees working in youth protection;
- Forum on employees' overall health;
- provincial committee on workload;
- provincial working committee on employees working in certain territories facing acute problems of workforce availability;
- provincial working committee to update and modernize the collective agreement.

LETTER OF AGREEMENT NO. 21
REGARDING THE CREATION OF A WORKING COMMITTEE ON PARENTAL RIGHTS

Within thirty (30) days of the date on which the collective agreement comes into force, the parties agree to set up a committee overseen by the Treasury Board Secretariat, on parental rights.

THE COMMITTEE'S MANDATE

The working committee has a mandate:

1. to analyze the following elements of the parental rights plan and make recommendations:

   a) the formula for calculating the allowance paid by the Employer

   To meet the objective of ensuring income replacement during maternity leave that is equal to what the employees would have received had they been at work, discussions are proposed on possible changes to the formula currently used to calculate the allowance paid by the Employer. The formula, which is based on the employees' basic weekly pay, must take into consideration the benefits paid by the Québec Parental Insurance Plan (QPIP) and employees' exemptions from making contributions to various government plans and the pension plan.

   The committee will also discuss the basic weekly pay to be used in calculating the allowance from the Employer, particularly in regard to part-time employees.

   b) maternity and adoption leave

   Given that the criteria for obtaining adoption leave seem to vary according to the type of adoption, a review of these criteria for employees benefitting from adoption leave is needed.

   Benefits provided before maternity leave begins, and the advance notice required to obtain maternity leave, will also be reviewed.

   c) identification of priority union issues

2. to study issues related to the terms for implementing provisions on parental rights set out in the collective agreement;

3. to analyze provisions on parental rights in the collective agreement to make sure they comply with the current legislative framework;

4. to present a joint or separate report to the negotiating parties no later than six months before the collective agreement expires.

COMPOSITION OF THE COMMITTEE

The working committee consists of four (4) representatives for the employer side and one (1) representative for each of the following union organizations: the APTS, FAE, FIQ, SFPQ/CUPE-FTQ and SPGQ.

LETTER OF AGREEMENT NO. 22
REGARDING THE CREATION OF A PROVINCIAL INTER-UNION COMMITTEE TO REVIEW THE PROCEDURE FOR MODIFYING THE *LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALES IN THE HEALTH AND SOCIAL SERVICES SYSTEM*

Within sixty (60) days of the date on which the collective agreement comes into force, the parties set up a provincial inter-union committee to review the procedure for modifying the *List of job titles, job descriptions and salary rates and scales in the health and social services system* (the *List of job titles*).

THE COMMITTEE'S MANDATE

The committee is notably mandated to analyze:

- all of the provisions dealing with the procedure to modify the *List of job titles*;
- the operating procedures of the Provincial Committee on Jobs;
- methods and criteria for evaluating jobs;
- the arbitration process set out in Article 36.

The committee will produce a report and make recommendations to the parties no later than June 30, 2022.

The parties may implement joint recommendations while the collective agreement is in force.

COMPOSITION OF THE COMMITTEE

The committee is made up of eleven (11) members designated as follows:

- three (3) representatives for the employer side;
- eight (8) representatives for the union side (one representative from each labour organization: the FSSS-CSN, FP-CSN, APTS, SCFP/CUPE-FTQ, SQEES-298-FTQ, FSQ-CSQ, FIQ and SPGQ).

The parties may also call in additional people as needed.

LETTER OF AGREEMENT NO. 23
REGARDING THE CREATION OF LOCAL PILOT PROJECTS INVOLVING ATYPICAL WEEKEND SCHEDULES

The parties agree to set up local pilot projects involving atypical weekend schedules.

The pilot projects are designed to allow employees working in activity centres where services are provided twenty-four (24) hours a day, seven (7) days a week, to arrange their work schedule so as to work two, (2), three (3), or four (4) weekends out of every three (3) or four (4) weeks, for at least three (3) months and at most twelve (12) months.

Employees who adopt this type of work schedule receive the following lump-sum amounts:

- fifty dollars ($50) per weekend when the employee works two (2) weekends out of three (3);
- seventy-five dollars ($75) per weekend when the employee works three (3) weekends out of four (4);
- one hundred dollars ($100) per weekend when the employee works four (4) weekends out of four (4).

Terms of implementation

The local parties must reach agreement on how the pilot projects will be implemented. In particular, the needs of the activity centre must be taken into account.

Work schedules must include at least twenty-eight (28) regular hours of work carried out between the beginning of the night shift on Friday and the end of the evening shift on Monday. Hours may be spread out over a period of up to four (4) weeks, and the work schedule may be atypical.

If an employee wants to take advantage of a work schedule arranged in this way, but holds a position or assignment with fewer than twenty-eight (28) weekly hours of work, the number of work hours associated with their position or assignment will be increased to at least twenty-eight (28) hours for at least three (3) months and at most twelve (12) months, as applicable.

For a period of either three (3) or four (4) weeks (depending on the chosen work schedule), employees must work all of the hours set out in their work schedule between the beginning of the night shift on Friday and the end of the evening shift on Monday.

For purposes of establishing eligibility for the above-mentioned lump-sum amounts, only regular hours that were actually worked are considered. However, an employee who is absent on a statutory holiday or on annual vacation leave does not cease to be eligible for the lump-sum amounts; in that case, the lump-sum amount is proportional to the regular hours actually worked.

For purposes of qualifying for overtime, the regular work day for a full-time or part-time employee or an employee replacing them is the one stipulated in the new schedule. The regular work week of a full-time employee or an employee replacing a full-time employee for the latter's entire schedule is the one stipulated in the new schedule. For an employee doing replacement work on two kinds of schedules – regular and atypical – the regular work week is the one stipulated for the job title with the regular schedule.

This Letter of Agreement does not change the application of evening-shift, night-shift or weekend premiums as set out in the collective agreement.

The number of positions and assignments eligible for a modified work schedule is equal to 2% of the number in the existing job structure for activity centres where services are provided twenty-four (24) hours a day, seven (7) days a week, on the date the collective agreement comes into force within the institution.

Pilot projects must end no later than March 30, 2023.

Permanent provincial negotiating committee

The parties agree to analyze the effects of pilot projects involving atypical weekend schedules and make recommendations, as needed, to the permanent provincial negotiating committee set up under Article 42.

LETTER OF AGREEMENT NO. 24
REGARDING INCREASED STAFFING, STABILIZING WORK TEAMS, AND SUPPORT AND RECOGNITION FOR EMPLOYEES WORKING IN YOUTH PROTECTION[1]

CONSIDERING that the parties recognize the specific work situation of employees working with youth protection clients;

CONSIDERING that the parties are committed to taking effective measures to help stabilize teams working in youth protection;

CONSIDERING the training period and qualifications required to hold job titles in the personnel class of health and social services technicians and professionals working with youth protection clients;

CONSIDERING the difficulties involved in retaining personnel in the personnel class of health and social services technicians and professionals working with youth protection clients;

CONSIDERING that the parties acknowledge the need to provide youth workers with better support and assistance in working with youth protection clients;

ARTICLE 1
ADDING STAFF

The government undertakes to gradually add five hundred (500) full-time equivalents (FTEs) for the entire set of youth centres. The goal is to increase staff numbers for all employees in the class of health and social services technicians and professionals, in order to support and stabilize work teams and reduce workload.

ARTICLE 2
CONVERTING HOURS OF WORK INTO POSITIONS WITH JOB TITLES

Scope

2.01 The provisions of this article apply to employees working with clients in youth protection.

They cannot be applied to job titles with no more than twenty (20) full-time equivalents (FTEs) in a bargaining unit.

[1] Including the *Direction de la protection de la jeunesse* (DPJ), but excluding the following activity centres: *Contentieux* [legal affairs], *Recherches d'antécédents et retrouvailles* [research into family antecedents and reunion], *Médiation familiale* [family mediation], and *Réseau d'enseignement universitaire* [university teaching institutions]

Employees who meet one of the following criteria may choose to be excluded from the process of converting hours of work into positions with job titles:

- are studying full-time at a recognized educational institution, in the same discipline as the one mentioned in the employee's job description or in a related discipline;

- hold a position in which the only days of work scheduled are Saturday and Sunday;

- hold a position in another institution in the health and social services sector;

- work as a teacher in a recognized educational institution;

- are fifty-five (55) years old or older.

By local arrangement, the parties may agree to add other criteria allowing an employee to choose to be excluded from the provisions of this appendix, and they may determine the rules applying to employees covered by such criteria.

Part-time employees

2.02 For the purposes of this Letter of Agreement, the following paragraph replaces clause 1.03 of the collective agreement:

A "part-time employee" is any employee who works fewer hours than the number stipulated for their job title. However, a part-time employee holds a position that involves at least twelve (12) shifts per twenty-eight (28) days. A part-time employee who occasionally works the full number of hours stipulated for their job title continues to have part-time status.

Process of converting hours of work into positions with job titles

2.03 Within twelve (12) months of the date on which the collective agreement comes into force, the Employer converts hours of work into positions with job titles for employees covered by paragraph 2.01 of this Letter of Agreement.

A part-time employee who holds a position with fewer than twelve (12) shifts per twenty-eight (28) days will have their position upgraded to that number of shifts, subject to the exclusions set out in paragraph 2.01 of this Letter of Agreement.

In order to carry out the process of converting hours of work into positions with job titles, the local parties will have to agree on terms of implementation that notably ensure sufficient personnel to provide care and services in a balanced way across activity centres, stabilize work teams, and call on employees in priority so as to limit recourse to independent workers and overtime.

The Employer must provide the local union with the relevant information required to carry out the process of converting hours of work into positions with job titles.

The provincial parties undertake to support the local parties in carrying out the process of converting hours of work into positions with job titles.

2.04 Within twelve (12) months of the date on which the collective agreement comes into force, an employee who refuses either the conversion of hours of work into a position with a job title, or to apply for a position, is deemed to have resigned.

2.05 If an employee has not been able to obtain a position by the end of the process of converting hours of work into positions with job titles, and there are still vacant positions for which that employee meets the normal requirements of the job, the employee is deemed to have applied for such positions. The employee who refuses such a position is deemed to have resigned.

ARTICLE 3
PREMIUM

Employees working in youth protection receive a premium equal to four per cent (4%) of their basic hourly pay plus, where applicable, the supplement, responsibility premium and additional remuneration provided under Article 17 and Appendix 1 of the collective agreement.

Employees receiving this premium will not be eligible for the lump-sum amount set out in Letter of Agreement No. 17.

Employees with full-time positions who are eligible for this premium may convert part of it into one (1) day off per year, unless they are eligible for floating days off under Appendix 8.

Once the process of adding staff and converting hours of work into positions with job titles, as set out in Articles 1 and 2 of this Letter of Agreement, has been carried out, employees will also be able to convert another part of the premium into one (1) other extra day off per year. The parties may agree in local arrangements to convert part of the premium into a maximum of three (3) more days off per year.

Rules for implementation are as follows:

- the reference year for purposes of accumulation runs from July 1 to June 30;

- employees choosing to convert part of the premium into days off must make this choice no later than thirty (30) days before the beginning of the reference year;

- days off that have not been taken may be cashed in at the end of the reference year;

- days off are taken after an agreement with the Employer and may not be taken continuously;

- only full-time employees may convert part of the premium into days off.

ARTICLE 4
PREMIUM FOR EMPLOYEES WORKING IN CERTAIN SECTORS

In addition to the premium stipulated in Article 3 of this Letter of Agreement, employees working in the following sectors receive a premium equal to 3% of their basic hourly pay, plus, where applicable, the responsibility premium and additional remuneration provided under Article 17 and Appendix 1 of the collective agreement:

- Receiving and processing reports (RTS – *Réception et traitement des signalements*)
  5100: Youth intake (*Youth Protection Act, Youth Criminal Justice Act* and *Act respecting health services and social services*)

- Intake and assessment/referral (AEO – *Accueil, évaluation et orientation*)
  5200: Assessment/referral and access (*Youth Protection Act, Youth Criminal Justice Act* and *Act respecting health services and social services*)

- Application of measures (AM - *Application des mesures*)
  5400: Assistance and support for young people and families (*Youth Protection Act, Youth Criminal Justice Act* and *Act respecting health services and social services*)

- Review of measures (*Révision des mesures*)
  5700: Review of measures (*Youth Protection Act*)

Employees receiving this premium are not eligible for the lump-sum amounts set out in Letter of Agreement No. 17.

The premium ends on September 30, 2023.

ARTICLE 5
LOCAL PILOT PROJECTS

The parties agree to implement three (3) local pilot projects:

1. Pairing coworkers in the psychosocial sector, for employees with the job title of human relations officer (1553) or social worker (1550) who are employed in the psychosocial sector in youth centres

   This pilot project is designed to pair new employees with youth workers who are experienced in dealing with youth protection clients, for a period to be determined by the local parties, based on the new employees' needs.

2. Pivot youth worker, for employees with one of the job titles in the psychosocial sector of the youth program

   This pilot project is designed to ensure that care and services are coordinated and complementary so that service users and their families receive a continuum of services from the various professionals and partners involved in their case.

3. Communities of practice

   This pilot project is designed to create a range of tools that support employees' practice, ensuring that they develop their clinical analysis and the skills required to work with young people. Communities of practice are a way of sharing expertise and developing collective knowledge in interventional approaches. These communities are facilitated by youth workers whose expertise is recognized by their peers.

The CPNSSS management bargaining committee for the health and social services sector is responsible for implementing and monitoring the pilot projects and assessing their budgets. A budget of $3,205 million is available to the CPNSSS until March 30, 2023.

ARTICLE 6
LOCAL RESPONSIBILITY AND FOLLOW-UP

For the duration of this collective agreement, the parties agree to give the following mandate to the professional relations committee stipulated in clause 29.03 of this collective agreement:

- follow up on implementation of the pilot projects and the process of converting hours of work into positions with job titles stipulated in this Letter of Agreement, according to indicators established by the provincial committee, in order to ensure greater stability for work teams;

- submit a report to the provincial joint working committee established under Article 7 of this Letter of Agreement, no later than September 30, 2022.

ARTICLE 7
PROVINCIAL RESPONSIBILITY AND FOLLOW-UP

Within sixty (60) days of the date on which the collective agreement comes into force, the parties set up a provincial working committee to follow up on this Letter of Agreement.

The committee has a mandate to:

- analyze the impact of measures set out in this Letter of Agreement, on the basis of indicators on which the parties have agreed;

- define workforce indicators, including rates of absenteeism, overtime, and recourse to independent workers, and conduct an assessment;

- monitor progress in reaching the target goal of adding five hundred (500) full-time equivalents (FTEs), and work together to find ways of achieving the goal of adding staff;

- measure the impact of the premium provided under Article 4 of this Letter of Agreement;

- document employees' conditions of practice and use indicators to assess their workload;

- make recommendations to the negotiating parties to ensure that the objectives of this Letter of Agreement are achieved and upheld;

- produce a final report no later than December 31, 2022.

The committee consists of three (3) representatives for the employer side and three (3) representatives for the union side. Each side may call in a resource person periodically if the parties so agree.

LETTER OF AGREEMENT NO. 25
REGARDING TELEWORK

The parties agree to discuss telework in the permanent provincial negotiating committee mentioned in Article 42.

LETTER OF AGREEMENT NO. 26
REGARDING THE CREATION OF A PROVINCIAL WORKING COMMITTEE ON EMPLOYEES WORKING IN CERTAIN TERRITORIES FACING ACUTE PROBLEMS OF WORKFORCE AVAILABILITY

Within sixty (60) of the date on which the collective agreement comes into force, the parties set up a provincial working committee to try to find solutions for institutions facing acute problems of workforce availability in certain territories that are far from major urban centres.

THE COMMITTEE'S MANDATE

The committee has a mandate to:

1. document and analyze, using indicators, the problems involved in attracting and retaining employees in the stipulated territories;

2. identify territories far from major urban centres that are facing acute workforce availability problems;

3. help look for ways of mitigating the problem of workforce availability in the stipulated territories;

4. identify and disseminate the best practices to attract and retain employees in institutions with facilities in the stipulated territories;

5. agree on projects designed to respond to workforce availability issues in institutions with facilities in the territories concerned;

6. provide the negotiating parties with recommendations, particularly for measures designed to have a significant impact in attracting and retaining a sufficient workforce in the territories concerned;

7. produce a final report no later than three (3) months after the collective agreement expires.

For the purposes of the fifth (5^{th}) mandate above, a budget of $1,956 million per fiscal year for the period from April 1, 2021 to March 30, 2023 is made available to the parties to carry out projects.

Any portions of the budget for 2021-2022 that are not committed during that period are carried forward to the following year. However, no amount may be carried forward beyond March 30, 2023.

COMPOSITION OF THE COMMITTEE

The Committee is composed of three (3) representatives for the employer side and three (3) representatives for the union side.

LETTER OF AGREEMENT NO. 27
REGARDING THE FORUM ON EMPLOYEES' OVERALL HEALTH

Within thirty (30) days of the date on which the collective agreement comes into force, the parties set up a forum on employees' overall health.

THE FORUM'S MANDATE

The Forum has a mandate to:

- recommend local, regional or provincial projects to the negotiating parties that could:
    - improve the well-being of employees in their work environment;
    - reduce the number and length of disability-related absences;
    - facilitate employees' return to work and help them keep working after a period of disability, with due regard for their condition;
- study ways of providing employees with better protection against acts of violence from service users or their family;
- assess training offers and set up promising local, regional or provincial training projects designed to improve health, safety and well-being at work;
- provide negotiating parties with a preliminary report no later than May 31, 2022;
- submit a final report no later than three (3) months after the collective agreement has expired.

The parties may agree to address any other topic related to employees' overall health.

From April 1, 2021, to March 30, 2023, the parties have a budget of $1,956 million per fiscal year to carry out projects. Each fiscal year, $500,000 from this budget will be assigned to projects in residential care units in rehabilitation centres for clients with intellectual disabilities (CRDIs) and in residences with continuous assistance (RACs).

Any portions of the budget for 2021-2022 that are not committed during that period are carried forward to the following year. However, no amount may be carried forward beyond March 30, 2023.

Projects begin no later than three (3) months following their approval by the employer party.

COMPOSITION OF THE FORUM

The Forum consists of three (3) representatives for the employer side and three (3) representatives for the union side.

LETTER OF AGREEMENT NO. 28
REGARDING CERTAIN EMPLOYEES FROM THE *CSDI MAURICIE/CENTRE-DU-QUÉBEC*

The provisions of clauses 22.03, 37.07 and 38.04 of the collective agreement apply to employees from the *Centre de services en déficience intellectuelle Mauricie/Centre-du-Québec,*[1] for the duration of their assignment. For part-time employees, the monetary compensation stipulated in clause 38.04 applies to their hours worked in the psychiatric wing or department of the *Centre hospitalier du Centre de la Mauricie.*

[1] Part of the *Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec*

LETTER OF AGREEMENT NO. 29
SPECIAL PROVISIONS APPLICABLE TO THE FOLLOWING INSTITUTION

CÔTE-NORD (09)

Centre intégré de santé et de services sociaux de la Côte-Nord:

- *Centre de santé et de services sociaux de la Basse-Côte-Nord;*
- *CLSC Schefferville.*

EMPLOYEE BENEFITS

The second paragraph of clause 24.01 of the collective agreement is modified as follows:

For the deaths mentioned in this clause, if the funeral takes place outside the stipulated geographic sector, an employee is entitled to take off the time normally required to make the journey, for travel purposes.

LETTER OF AGREEMENT NO. 30
REGARDING THE PLAN FOR FAMILY-WORK-STUDY BALANCE LEAVE WITH SALARY AVERAGING

1 DEFINITION

The plan for family-work-study balance leave with salary averaging is aimed at allowing an employee to average their salary over a defined period of time so as to take the leave for family-work-study balance provided for in Article 4.

The purpose of the plan is not to provide benefits in retirement or to defer income tax. This plan is not a prescribed plan under tax regulations.

This plan includes a period of contributions by the employee, on the one hand, and a period of leave on the other.

2 DURATION OF THE PLAN

The duration of the plan is six (6) or twelve (12) months, unless it is extended following the application of 7 g). The plan's duration includes the period of leave.

3 DURATION OF THE LEAVE

The duration of the leave is from one (1) to eight (8) consecutive weeks, which cannot be split.

4 REASONS FOR USING THE PLAN

a) Family reasons

An employee may apply for the plan when required to be present with their child or spouse, their spouse's child, their father or mother, father's or mother's spouse, brother, sister or grandparent, because of:

- a serious illness or accident;
- end-of-life care;
- a death abroad;
- a severe handicap;
- another family situation on which the parties agree by local arrangement.

b) Study reasons

An employee can apply for the plan to complete a practical training placement in an institution in the health and social services system.

The leave for study must be taken during the final weeks of the plan.

To apply for the plan, the employee must meet the eligibility conditions set out in Article 5 below.

5 ELIGIBILITY CONDITIONS

To be eligible for the plan, an employee must meet the following conditions:

a) hold a position;

b) have completed one (1) year of service;

c) apply in writing, specifying:

- the duration of participation in the plan;
- the duration of the leave;
- the date on which the leave will be taken;
- the reason pertaining to family-work-study balance as set out in Article 4.

These terms and conditions must be agreed upon with the Employer and recorded in the form of a written contract that also includes the provisions of this plan.

d) provide a relevant supporting document for the application, corresponding to one of the reasons set out in Article 4;

e) not be on disability leave, leave related to parental rights, leave without pay, leave with deferred pay, work-time arrangements or a four (4)-day work schedule when the contract comes into effect.

6 RETURN

At the end of the leave, an employee may return to the position or assignment that they held when they went on leave, if the assignment is still on-going when they return.

An employee cannot unilaterally decide to end their leave in order to return to their position or assignment. However, the parties may agree, by local arrangement, on conditions for an early return to work by the employee, in which case the provisions of 7 l) apply.

In all cases, if the position that the employee held when they went on leave is no longer available, the bumping and/or layoff procedure set out in Article 14 of the collective agreement applies.

7 TERMS OF IMPLEMENTATION

a) Salary

For the duration of the plan, the employee receives a percentage of the salary on the applicable salary scale that they would receive if they were not participating in the plan, including, where applicable, responsibility premiums, supplements and additional remuneration provided for in Article 17 and Appendix 1. The applicable percentage is determined in accordance with the following table:

DURATION OF THE LEAVE	DURATION OF THE PLAN FOR FAMILY-WORK-STUDY LEAVE WITH SALARY AVERAGING	
	Six (6) months	Twelve (12) months
One (1) week	96.2%	98.1%
Two (2) weeks	92.3%	96.2%
Three (3) weeks	88.5%	94.2%
Four (4) weeks	84.7%	92.3%
Five (5) weeks	80.8%	90.4%
Six (6) weeks	77.0%	88.5%
Seven (7) weeks	73.2%	86.6%
Eight (8) weeks	69.3%	84.7%

Providing the employee is normally entitled to them, other premiums are paid in accordance with the provisions of the collective agreement, just as if the employee were not participating in the plan. For the duration of the leave, however, the employee is not entitled to these premiums.

During the leave, the employee cannot receive any other remuneration from the Employer.

b) Pension plan

During a leave of thirty (30) days or less, the employee continues to participate in the pension plan.

In the case of leave of more than thirty (30) days, the employee may continue to participate in the pension plan if they pay all the contributions required.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the salary that they would have received if they were not participating in the plan for family-work-study balance leave with salary averaging, and the employee’s service and pensionable earnings are accordingly recognized for the period during which they participate in the pension plan.

c) Seniority

During the leave, an employee retains and accumulates seniority.

d) Annual vacation leave

During the leave, an employee is deemed to accumulate service for annual vacation leave purposes.

For the duration of the plan for family-work-study balance leave with salary averaging, annual vacation leave is remunerated at the percentage of salary set out in 7 a).

The employee is deemed to have taken the annual quantum of paid vacation leave to which they are entitled, prorated to the duration of the family-work-study leave.

e) Sick leave

During the leave, an employee is deemed to accumulate days of sick leave.

For the duration of the plan for family-work-study balance leave with salary averaging, days of used or unused sick leave are remunerated in accordance with the percentage set out in 7 a).

f) Disability insurance

If a disability occurs during the plan for family-work-study balance leave with salary averaging, the following provisions apply:

1. If the disability occurs during the leave, it is deemed not to have occurred. If the employee is still disabled at the end of the leave, after exhausting the waiting period, they receive disability insurance benefits equal to 80% of the percentage of their salary as set out in 7 a), in accordance with the provisions of clause 30.19 of the collective agreement. If the contract ends while the employee is still disabled, full disability insurance benefits apply.

2. If the disability occurs before the leave is taken, after exhausting the waiting period, the employee receives disability insurance benefits equal to 80% of the percentage of their salary as set out in 7 a), in accordance with the provisions of clause 30.19 of the collective agreement. If the employee is still disabled on the date the leave is scheduled to begin, however, this amounts to withdrawing from the plan, and the provisions of 7 l) apply.

3. If the disability occurs after the leave, the employee, after exhausting the waiting period, receives disability insurance benefits equal to 80% of the percentage of their salary as set out in 7 a), in accordance with the provisions of clause 30.19 of the collective agreement. If the employee is still disabled at the end of the plan for family-work-study balance leave with salary averaging, they then receive their full disability insurance benefits.

g) Leave without pay or absence without pay

If the total number of days of leave without pay or absence without pay is five (5) days or less during the plan for family-work-study balance leave with salary averaging, the employee's participation in the plan is extended by as many days as there are days of leave without pay or absence without pay during this period.

If the total number of days of leave without pay or absence without pay is more than five (5) days during the plan, this situation results in withdrawal from the plan, and the provisions of 7 l) apply.

h) Leave with pay

For the duration of the plan, leave with pay not provided for in the letter of agreement is paid in accordance with the percentage of salary set out in 7 a).

Leave with pay that occurs during the family-work-study balance leave with salary averaging is deemed to have been taken.

i) Floating days off

During the leave, an employee is deemed to accumulate service for the purposes of floating days off.

For the duration of the plan for family-work-study balance leave with salary averaging, floating days off are remunerated at the percentage of salary set out in 7 a).

j) Maternity, paternity, or adoption leave, or protective leave or re-assignment

If an employee takes maternity, paternity or adoption leave or protective leave during the period of the plan for family-work-study balance leave with salary averaging, such leave results in withdrawal from the plan, and the provisions of 7 l) apply.

k) Layoff

If the employee is laid off, the contract is terminated on the date of the layoff and the provisions of 7 l) apply.

If, however, the employee has job security under clause 15.03, they continue to participate in the plan for family-work-study balance leave with salary averaging as long as they remain employed. If that is not the case, the contract is terminated on the date on which employment ends, and the provisions of 7 l) apply.

l) Breach of contract due to termination of employment, retirement, withdrawal or death

1. If the leave has been taken, the employee must reimburse, without interest, the salary received during the leave, prorated to the time left in the plan in relation to the period of contributions.

2. If the leave has not been taken, the employee is reimbursed, without interest, an amount equal to the contributions retained on their salary up until the time of the breach of contract.

3. If the leave is in progress, the amount owed by either party is calculated as follows: the amount received by the employee during the leave minus the amounts already deducted from the employee's earnings in fulfilment of the contract. If the balance is negative, the Employer reimburses it to the employee (without interest); if the balance is positive, the employee reimburses it to the Employer (without interest).

m) Dismissal

If the employee is dismissed during the plan, the contract ends on the effective date of the dismissal. The conditions set out in 7 l) apply.

n) Recovery of amounts owed

In the event of a breach of contract, the amounts owed are payable within ten (10) days of being claimed. Furthermore, if the employee owes amounts to the Employer, the latter may recover the amounts owed from the employee's final pay. If the final pay is insufficient to cover the amounts owed, the balance becomes a debt payable in full by the employee or the employee's heirs within ten (10) days of notification of the Employer's claim being sent to the employee's last known address. Failing payment, interest at the legal rate is then due.

The parties may, by local arrangement, modify the conditions for recovery in this paragraph.

o) Part-time employee

An employee holding a part-time position may apply for the plan for family-work-study balance leave with salary averaging for family or study reasons as defined in Article 4. The leave must, however, be taken during the final weeks of the plan.

The salary that a part-time employee receives during the leave will be established on the basis of the average number of hours worked, excluding overtime, during their contributions period as set out in the plan.

The fringe benefits set out in clauses 38.03 and 38.04 of the collective agreement are calculated and paid on the basis of the percentage of salary set out in 7 a).

p) Change of status

An employee whose status changes during a plan for family-work-study leave with salary averaging may choose one of the following two (2) options:

1. the employee may terminate the contract, on the conditions set out in 7 l);

2. the employee may continue the plan for family-work-study balance leave with salary averaging, and then be treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking their leave is deemed to remain full-time for the purposes of determining their contribution to the plan for family-work-study balance leave with salary averaging.

q) Group insurance plans

During leave of no more than thirty (30) days, subject to the provisions of clause 30.16 of the collective agreement, an employee continues to benefit from the basic life insurance plan and continues to participate in the insured plans by paying the contributions and premiums required for this as if they were not participating in the plan for family-work-study balance leave with salary averaging, subject to the clauses and stipulations of the insurance contract in force.

During leave of more than thirty (30) days, an employee continues to benefit from the basic life insurance plan and may continue to participate in the insured plans by paying all the required contributions and premiums by themselves, subject to the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 30.16 of the collective agreement, the employee's participation in the basic health insurance plan is mandatory, and they must pay the total contributions and premiums required for this.

Regardless of the duration of the family-work-study leave with salary averaging, during the plan, the insurable salary is that set out in 7 a). By paying the applicable additional premiums, however, the employee may maintain the insurable salary on the basis of the salary that would be paid if they were not participating in the plan.

r) Voluntary transfers

The employee may apply for and obtain a position in accordance with the provisions of the collective agreement, providing that the time left in their leave is such that they can begin work within thirty (30) days of being appointed to the position.

8 REQUALIFICATION FOR A PLAN FOR FAMILY-WORK-STUDY LEAVE WITH SALARY AVERAGING

For an employee to apply again for a plan for family-work-study balance leave with salary averaging, the following two (2) conditions, in addition to the provisions in articles 4 and 5, must be met:

1. the employee must not have taken more than thirty (30) days of leave without pay within the meaning of clause 26.01 of the collective agreement, in the twelve (12) months preceding the new application;

2. twelve (12) months must have gone by since the end of the last family-work-study leave with salary averaging.

The parties may, by local arrangement, modify clauses 1 or 2 of this article.

LETTER OF AGREEMENT NO. 31
BINDING THE *SYNDICAT DES EMPLOYÉS DU CH STE-THÉRÈSE DE SHAWINIGAN* AND THE *CENTRE HOSPITALIER DU CENTRE DE LA MAURICIE*

1. Employees belonging to a union covered by this letter of agreement, holding positions in the employ of the *Centre hospitalier du Centre de la Mauricie*[1] on May 1, 2000, who were entitled to the weekly premium for taking orientation courses on dealing with psychiatric service users, or equivalent courses, receive, if they passed their exam, a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
12.26	12.51	12.76

If they did not pass the exam, they receive a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
9.49	9.68	9.87

and are entitled to the floating days off stipulated in clause 22.03, as long as they do not obtain another position as a result of the application of provisions on voluntary transfers.

2. Employees belonging to a union covered by this letter of agreement, registered on the recall list on May 1, 2000, are entitled to the monetary compensation provided in clause 38.04 and/or the premium provided in the preceding paragraph until such time as they obtain a position as a result of the application of provisions on voluntary transfers.

3. Employees belonging to a union covered by this letter of agreement, who have or who obtain a position engendering the application of clauses 22.01 and 22.02, are not covered by the preceding paragraphs.

[1] Part of the *Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec*

LETTER OF AGREEMENT NO. 32
REGARDING CERTAIN EMPLOYEES FROM THE *CSDI MAURICIE/CENTRE-DU-QUÉBEC* AND THE *CRDI CHAUDIÈRE-APPALACHES*

1. Employees in the employ of the *Hôpital St-Julien* before May 1, 2000, who were transferred to the *CSDI Mauricie/Centre-du-Québec*[1] or to the *CRDI Chaudière-Appalaches*[2] and were entitled to the weekly premium for taking orientation courses on dealing with psychiatric service users, or equivalent courses, continue to receive the premium as long as they remain in the employ of the institution.

   Employees referred to in the preceding paragraph receive, if they passed their exam, a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
12.26	12.51	12.76

   If they didn't pass the exam, they receive a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
9.49	9.68	9.87

2. Employees in the employ of the *Hôpital St-Julien* before May 1, 2000, who were transferred to the *CSDI Mauricie/Centre-du-Québec* or to the *CRDI Chaudière-Appalaches* and were entitled to the premium in psychiatry provided in clause 37.07 of the collective agreement, continue to receive the premium as long as they remain in the employ of the institution and work in a job title whose duties involve the rehabilitation, care and supervision of beneficiaries.

[1] Part of the *Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec*

[2] Part of the *Centre intégré de santé et de services sociaux de Chaudière-Appalaches*

3. Employees in the employ of the Hôpital St-Julien before May 1, 2000, who were transferred to the *CSDI Mauricie/Centre du Québec* or to the *CRDI Chaudière-Appalaches*, continue to benefit from the provisions of clause 22.03 of the collective agreement as long as they remain in the employ of the institution.

4. Employees in the employ of the *Hôpital St-Julien* before May 1, 2000, who were transferred to the *CSDI Mauricie/Centre du Québec* or to the *CRDI Chaudière-Appalaches* before that date, benefit from the provisions of paragraphs 1 to 3 of this letter of agreement.

Section 79.1

An employee may be absent from work for a period of not more than 26 weeks over a period of 12 months, owing to sickness, an organ or tissue donation for transplant, an accident, domestic violence or sexual violence of which the employee has been a victim.

However, an employee may be absent from work for a period of not more than 104 weeks if the employee suffers serious bodily injury during or resulting directly from a criminal offence that renders the employee unable to hold his regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than 104 weeks after the commission of the criminal offence.

However, this section does not apply in the case of an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases (chapter A-3.001).

79.1.1

The second paragraph of section 79.1 applies if it may be inferred from the circumstances of the event that the employee's serious bodily injury is probably the result of a criminal offence.

However, an employee may not take advantage of such a period of absence if it may be inferred from the circumstances that the employee was probably a party to the criminal offence or probably contributed to the injury by a gross fault.

79.1.2

The second paragraph of section 79.1 applies if the employee suffered the injury

(1) while lawfully arresting or attempting to arrest an offender or suspected offender or assisting a peace officer making an arrest; or

(2) while lawfully preventing or attempting to prevent the commission of an offence or suspected offence, or assisting a peace officer who is preventing or attempting to prevent the commission of an offence or suspected offence.

Section 79.8

An employee may be absent from work for a period of not more than 12 weeks over a period of 12 months where he must stay with his child, spouse, the child of his spouse, his father, his mother, the spouse of his father or mother, his brother, his sister or one of his grandparents because of a serious illness or a serious accident.

However, if a minor child of the employee has a serious and potentially mortal illness, attested by a medical certificate, the employee is entitled to an extension of the absence, which shall end at the latest 104 weeks after the beginning thereof.

79.8.1

An employee may be absent from work for a period of not more than 27 weeks over a period of 12 months where he must stay with a relative, other than his minor child, or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26), because of a serious and potentially mortal illness, attested by a medical certificate.

Section 79.9

An employee is entitled to an extension of the period of absence under the first paragraph of section 79.8, which shall end not later than 104 weeks after the beginning of that period, if the employee must stay with his minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities.

Section 79.10

An employee may be absent from work for a period of not more than 52 weeks if the employee's minor child has disappeared. If the child is found before the expiry of the period of absence, that period shall end on the eleventh day that follows the day on which the child is found.

79.10.1

An employee may be absent from work for a period of not more than 104 weeks by reason of the death of the employee’s minor child.

Section 79.11

An employee may be absent from work for a period of not more than 52 weeks if the employee's spouse or child commits suicide.

Section 79.12

An employee may be absent from work for a period of not more than 104 weeks if the death of the employee's spouse or child occurs during or results directly from a criminal offence.

Section 79.13

Sections 79.9 to 79.12 apply if it may be inferred from the circumstances of the event that the serious bodily injury is probably the result of a criminal offence, the death is probably the result of such an offence or of a suicide, or the person who has disappeared is probably in danger.

However, an employee may not take advantage of these provisions if it may be inferred from the circumstances that the employee or, in the case of section 79.12, the deceased person, if that person is the spouse or a child of full age, was probably a party to the criminal offence or probably contributed to the injury by a gross fault.

Section 79.14

Sections 79.9 and 79.12 apply if the injury or death occurs in one of the situations described in section 79.1.2.

Section 79.15

A period of absence under sections 79.9 to 79.12 shall not begin before the date on which the criminal offence that caused the serious bodily injury was committed or before the date of the death or disappearance and shall not end later than 52 or 104 weeks after that date. However, during the period of absence, the employee may return to work intermittently or on a part-time basis if the employer consents to it.

If, during the same 52 or 104-week period, a new event occurs, affecting the same child and giving entitlement to a new period of absence, it is the longer period that applies, from the date of the first event.

Section 81.18

For the purposes of this Act, “psychological harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

Section 81.19

Every employee has a right to a work environment free from psychological harassment.

Employers must take reasonable action to prevent psychological harassment and, whenever they become aware of such behaviour, to put a stop to it. They must, in particular, adopt and make available to their employees a psychological harassment prevention and complaint processing policy that includes, in particular, a section on behaviour that manifests itself in the form of verbal comments, actions or gestures of a sexual nature.

Section 123.7

Any complaint concerning psychological harassment must be filed within 90 days of the last incidence of the offending behaviour.

Section 123.15

If the *Commission des relations du travail* considers that the employee has been the victim of psychological harassment and that the employer has failed to fulfil the obligations imposed on employers under section 81.19, it may render any decision it believes fair and reasonable, taking into account all the circumstances of the matter, including:

1. ordering the employer to reinstate the employee;

2. ordering the employer to pay the employee an indemnity up to a maximum equivalent to wages lost;

3. ordering the employer to take reasonable action to put a stop to the harassment;

4. ordering the employer to pay punitive and moral damages to the employee;

5. ordering the employer to pay the employee an indemnity for loss of employment;

6. ordering the employer to pay for the psychological support needed by the employee for a reasonable period of time determined by the Commission;

7. ordering the modification of the disciplinary record of the employee.

Section 123.16

Paragraphs 2, 4 and 6 of section 123.15 do not apply to a period during which the employee is suffering from an employment injury within the meaning of the *Act respecting industrial accidents and occupational diseases* (chapter A-3.001) that results from psychological harassment.

Where the *Commission des relations du travail* considers it probable that, pursuant to section 123.15, the psychological harassment entailed an employment injury for the employee, it shall reserve its decision with regard to paragraphs 2, 4 and 6.

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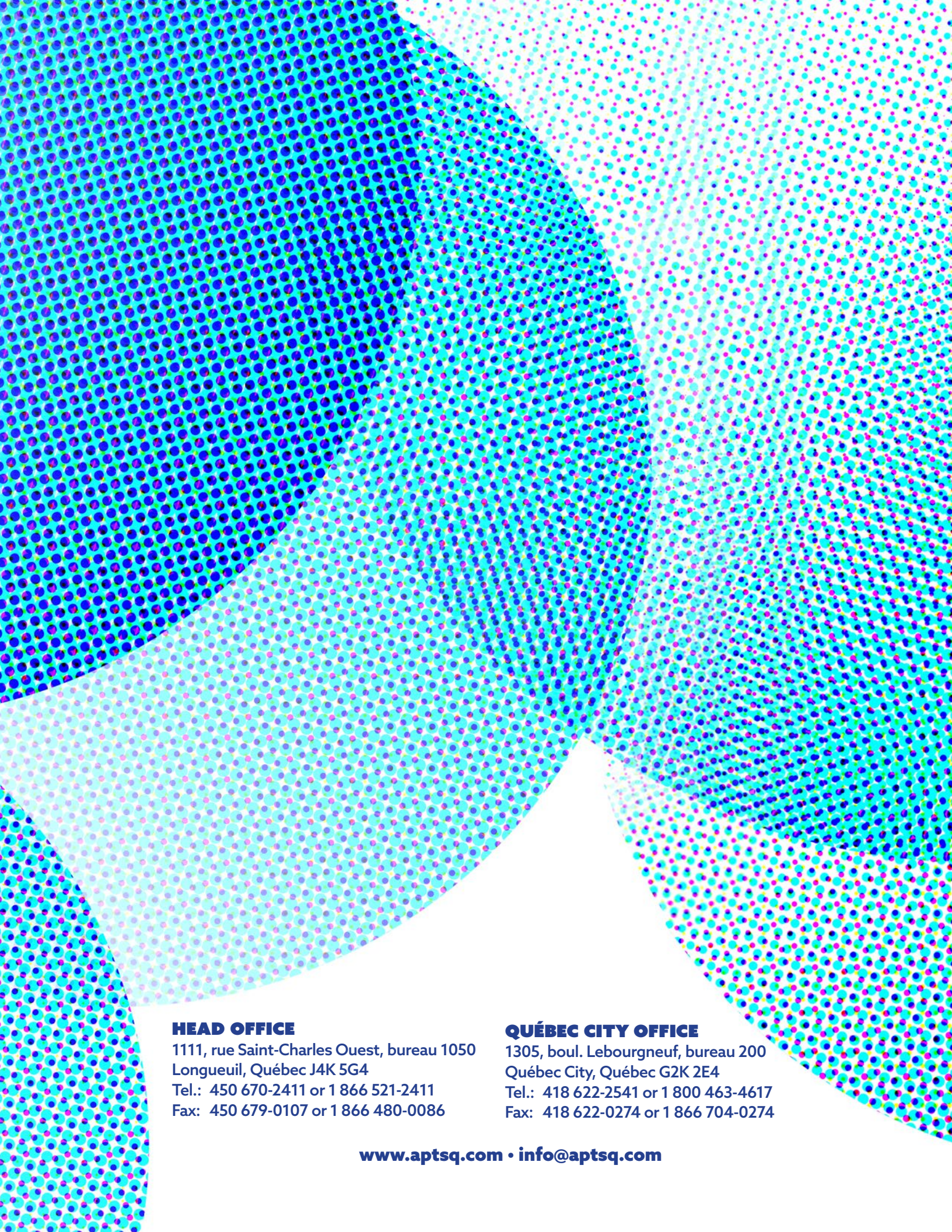

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