

# COLLECTIVE AGREEMENT



LOCAL PROVISIONS  
between



**fiq**  
SYNDICAT DES  
PROFESSIONNELLES  
EN SOINS DE LA  
CAPITALE-NATIONALE

and

**Centre intégré  
universitaire de santé  
et de services sociaux  
de la Capitale-Nationale**



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universitaire de santé  
et de services sociaux  
de la Capitale-Nationale*

**Québec** 

## **LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT**

**between**

**THE CENTRE INTÉGRÉ UNIVERSITAIRE DE SANTÉ ET DE  
SERVICES SOCIAUX DE LA CAPITALE-NATIONALE**

**and**

**THE SYNDICAT DES PROFESSIONNELLES EN SOINS DE LA  
CAPITALE-NATIONALE**

**FEBRUARY 28, 2019**

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**NOTE: This document is a translation of the local provisions signed between the parties and provided by the FIQ. The French version of these local provisions is the official text.**

## MATTER 1

### CONCEPTS OF POSITIONS AND THEIR CONDITIONS OF APPLICATION

#### 1.01 Job structures

The different job structures stipulated in the local provisions of the collective agreement are:

- Basic team structure
- Surplus staff structure
- Float team structure

The Employer ensures that the parties are always able to identify where a position belongs in a centre of activities' structure.

#### 1.02 Basic team structure

The basic team structure in a centre of activities, other than a float team centre of activities, is established based on the budget and number of staff by job title and shift required to deliver the care and services in the centre of activities.

This structure is composed of single positions and compound positions, merged positions or CIUSSS positions when the centre of activities' needs so require.

##### A) Single position

Set of duties performed on a permanent basis by an employee on a centre of activities' basic team on a shift and in one of the job titles stipulated in the provincial provisions of the collective agreement.

A single position has one (1) home base.

##### B) Compound position

Set of duties performed on a permanent basis by an employee on the basic team of two (2) centre of activities, on a shift and included in one of the job titles stipulated in the provincial provisions of the collective agreement.

A float team centre of activities may not be a component of a compound position.

The choice of the two (2) centres of activities for a compound position must take into account the specific features of the care to deliver to a group of users.

If the two (2) centres of activities for a compound position are in more than one (1) facility, the distance between these facilities may not be more than fifteen (15) kilometers in the Québec-Métro sector, and thirty (30) kilometers in the Portneuf and Charlevoix sectors.

The Employer may include one or more centres of activities at the Hôpital Sainte-Anne-de-Beaupré in a compound position. In this case, the employee is reimbursed for the kilometers traveled greater than fifteen (15) kilometers between her position's other centre of activities and Hôpital Sainte-Anne-de-Beaupré.

The Employer determines the number of workdays in each centre of activities. The centre of activities where the employee works the most days over a fourteen- (14) day period is considered to be her priority centre of activities. This centre of activities is indicated on the posting of the position. When the number of days on each centre of activities is equal, the Employer determines the main centre of activities.

For the application of these local provisions, the priority centre of activities determines where her rights apply, in particular for taking annual vacation, as well as her home base for bumping.

A compound position with centres of activities in more than one (1) facility may have a maximum of two (2) home bases.

For applying the "Recall order for employees on the availability list" stipulated in Matter 6 in these local provisions of the collective agreement, an employee incumbent of a part-time compound position is considered "an incumbent of a part-time position in the centre of activities" in the position's two (2) centres of activities.

### **C) Merged position**

Set of duties performed on a permanent basis by an employee on the basic team structure of one (1) centre of activities, on a shift and included in two (2) job titles stipulated in the provincial provisions of the collective agreement.

The Employer determines the number of workdays in each of the job titles. The job title in which the employee works the most days over a fourteen- (14) day period is considered her priority job title. The Employer determines the priority job title when the number of days in each job title is equal. This job title is indicated when the position is posted.

For the application of these local provisions, the priority job title determines where her rights apply, notably for taking annual vacation.

A merged position has only one (1) home base.

#### **D) CIUSSS position**

Set of transversal duties in the institution performed on a permanent basis in a centre of activities on a shift and in one of the job titles stipulated in the provincial provisions of the collective agreement.

The Employer may post a position identified as CIUSSS when the nature of the duties so require.

The CIUSSS position has only one (1) home base. However, the employee incumbent of this position may perform her usual duties elsewhere than at her home base.

### **1.03 Surplus staff team structure**

The surplus staff team structure is created in addition to the basic team structure, to fill positions temporarily without their incumbents or meet temporary needs resulting from a temporary work overload in one or more centres of activities related to the position.

All the centres of activities covered by a surplus staff structure position must provide clinically compatible care.

If the surplus staff position's centres of activities are located in more than one (1) facility, the distance between facilities may not be greater than fifteen (15) kilometers in the Québec-Métro sector, forty (40) kilometers in the Portneuf sector and thirty (30) kilometers in the Charlevoix sector.

The Employer may include one or more centres of activities at the Hôpital Sainte-Anne-de-Beaupré in a surplus staff structure position. In this case, the employee is reimbursed for the kilometers traveled greater than fifteen (15) kilometers between her position's centre of activities that is closest to the Hôpital Sainte-Anne-de-Beaupré and Hôpital Sainte-Anne-de-Beaupré.

When there is a pre-assignment stipulated in Matter 6, the employee is assigned first in her position's priority centre of activities and then in her position's other centres of activities. The employee on the surplus staff structure in addition to the basic team may be reassigned in one of her

position's other centres of activities when a schedule is in progress, after an evaluation of her centre of activities' needs. The reassignment is first on a voluntary basis and by seniority. If no employee volunteers, the reassignment is by reverse order of seniority.

Moreover, when a surplus staff structure employee is not in addition to the basic team after applying the previous paragraph, she may be moved to another centre of activities than those set out for her position where the basic team is incomplete at least forty-eight (48) hours before the shift in question begins. The employee must have received the necessary integration or have the relevant experience and must be able to perform the duties. In this case, the terms and conditions that apply are those set out in Matter 5 for reassignment.

A surplus staff structure position's home base is determined based on the position temporarily without its incumbent or temporary work overload that the employee holds.

A centre of activities covered by a surplus staff structure position may not be a float team centre of activities.

This structure may be composed of upgraded single positions and surplus staff positions.

#### **A) Upgraded single position**

Set of duties performed on a permanent basis by an employee who is an incumbent of a part-time single position on the basic team, upgraded by workdays as surplus staff.

The terms and conditions of the surplus staff component are those set out for the surplus staff position. However, the job title, shift, centre of activities in the facility of the employee's basic team position are considered in the stipulated maximums.

The employee upgraded to full time is considered the incumbent of a full-time position.

For the application of these local provisions of the collective agreement, the centre of activities for a single position determines where her rights apply, notably for taking annual vacation as well as her home base for bumping.

An upgraded employee is assigned in the centre of activities of her single position as a priority over employees from other centres of activities.

An employee working one of her single position's days is subject to the conditions for a single position. For the upgraded days, she is subject to the terms and conditions for the surplus staff structure.

The Employer makes every effort to offer the employee an upgrade in the same job title, shift and centre of activities as her single position.

The upgraded days are identified on the schedule.

## **B) Surplus staff position**

Set of duties performed on a permanent basis by an employee designed to fill positions temporarily without their incumbents or temporary excessive workloads on one or several centres of activities and included in one of the job titles stipulated in the provincial provisions of the collective agreement.

The conditions of the surplus staff position are:

- When a position covers only one (1) facility, it may cover:
  - All the centres of activities in this facility if the position is on one (1) shift.Or
  - A maximum of two (2) centres of activities if the position is on two (2) shifts.
- When a position covers more than one (1) facility, it may cover:
  - A maximum of three (3) centres of activities in a maximum of three (3) facilities if the position is on one (1) shift.Or
  - A maximum of two (2) centres of activities in a maximum of two (2) facilities if the position is on two (2) shifts.

When a surplus staff position is created, the Employer determines a priority centre of activities among the centres of activities covered by this position.

The employee is assigned in her position's priority centre of activities before employees from other centres of activities.

Unless otherwise provided in the local provisions of the collective agreement, the employee who is an incumbent of a surplus staff position exercises her rights based on her priority centre of activities, notably for taking her annual vacation.

A surplus staff position has only one (1) job title when it is created. However, in practice, the job title of a surplus staff position is that of the employee who is replaced or the job title required to cover a temporary excessive workload.

The Employer determines, when the position is posted, one (1) home base for every surplus staff position for the sole purpose of bumping and job security. This home base must be one of the facilities of her priority centre of activities.

#### **1.04 Float team structure**

A float team centre of activities is a set of activities organized for the purpose of filling positions temporarily without their incumbents or filling temporary excessive workloads on one (1) or several centres of activities, and included in one of the job titles stipulated in the provincial provisions of the collective agreement.

All the centres of activities covered by a float team structure position must provide clinically compatible care.

If the float team position's centres of activities are located in more than one (1) facility, the distance between the facilities may not be greater than twenty-five (25) kilometers in the Québec-Métro sector, and forty (40) kilometers in the Portneuf and Charlevoix sectors.

The Employer may include one or more of Hôpital Sainte-Anne-de-Beaupré's centres of activities in a float team position. In this case, the employee is reimbursed for the kilometers traveled exceeding fifteen (15) kilometers between her position's centre of activities, which is the closest to Hôpital Sainte-Anne-de-Beaupré, and Hôpital Sainte-Anne-de-Beaupré.

When there is a pre-assignment as stipulated in Matter 6, the employee is assigned in one of her position's centres of activities. An employee from the float team structure who is in addition to the basic team may be assigned in one of her position's other centres of activities when a schedule is in progress. The assignment is first by volunteer and seniority. If there are no volunteers, the reassignment is by reverse order of seniority.

Moreover, when the employee from the float team structure is in addition to the basic team after the preceding paragraph is applied, she may be reassigned in a centre of activities other than those of her position where the basic team is incomplete, at least forty-eight (48) hours before the shift in question begins. The employee must have received the integration necessary or have the pertinent experience and must be able to carry out the duties. In this case, the terms and conditions that apply are those set out in Matter 5 on reassignment.

Unless otherwise stipulated in the local provisions of the collective agreement, the employee with a position on the float team structure exercises her rights based on her float team centre of activities, notably for taking her annual vacation.

This structure is composed of float team positions and new hire positions only.

A float team structure position has only one (1) job title when it is created. However, in practice, a float team structure position's job title is that of the employee who is replaced or the job title required to cover a temporary excessive workload.

A float team structure position's home base is determined according to the position temporarily without an incumbent or temporary excessive workload that the employee holds. Despite the foregoing, the Employer determines one (1) home base for every float team structure position for the sole purpose of bumping and job security.

#### **A) Float team position**

Set of duties performed on a permanent basis by an employee designed to fill positions temporarily without incumbents or fill temporary excessive workloads for one or several centres of activities, and included in one of the job titles stipulated in the provincial provisions of the collective agreement.

The conditions for a float team position are:

- When the position covers only one (1) facility, it may cover:
    - All the centres of activities of that facility if the position is on one (1) or two (2) shifts.
  - When the position covers more than one (1) facility, it may cover:
    - All the centres of activities in the facilities involved if the position is on one (1) shift.
- Or
- A maximum of four (4) centres of activities if the position is on two (2) shifts.

## **B) New hire position**

When the Employer needs to hire a new employee, she may be granted a new hire position.

This newly created position is granted without a posting, notwithstanding the procedure set out in these local provisions of the collective agreement.

This position must be created in one of the existing float team's centres of activities, and according to the conditions set out for float team positions in this centre of activities.

This position must include a minimum of workdays in accordance with the conditions set out in clause 7.04 of the local provisions of the collective agreement.

When a new hire position becomes vacant, it is abolished or left vacant for hiring purposes.

### **1.05 Job-titles group**

A job-titles group is composed of all the job titles of the same profession.

For the application of these local provisions of the collective agreement, the groups are:

- The nurse job titles.
- The licensed practical nurse job titles.
- The respiratory therapist job titles.
- The clinical perfusionists.

### **1.06 Shift**

Under the local provisions of the collective agreement, shifts and their conditions are:

- Day: day shift is a complete shift and the majority of the hours are worked between 8 a.m. and 4 p.m.
- Evening: evening shift is a complete shift and the majority of the hours are worked between 4 p.m. and midnight.
- Night: the night shift is a complete shift and the majority of the hours are worked between midnight and 8 a. m.

In special circumstances, the parties may agree on different conditions than those set out in this article.

The Employer may create day/evening or day/night rotation positions according to the conditions set out in the local provisions of the collective agreement. For the application of these local provisions of the collective agreement, a rotation position is on two (2) shifts except for bumping.

## MATTER 2

### CONCEPT OF CENTRE OF ACTIVITIES

#### 2.01 Facility

A facility is the physical setting providing health care and social services to the population, within the context of one or more missions. The term “facility” includes these terms: site, point of service, resource, point of contact, residence, etc.

#### 2.02 Definition of centre of activities

A centre of activities is a setting where a set of organized activities are carried out taking into account the specific nature of the care provided to a group of users.

It is a distinct entity under the institution’s administrative structure.

A float team is a centre of activities for the application of these local provisions of this collective agreement.

All centres of activities are attached to an administrative division, except float team centres of activities.

#### 2.03 Provisions for a centre of activities

Generally, a centre of activities may not extend over more than one (1) of the Employer’s facilities or a facility where the Employer provides services.

Notwithstanding the previous paragraph, a centre of activities may be in more than one (1) facility when this proves necessary for one of the following reasons:

- When the specific nature of the duties of this centre of activities so requires.
- In order to foster greater access to services for the population.

In this case, the Employer informs the Union and provides the reasons behind an organization of work over several facilities.

In the case where a centre of activities extends over more than one (1) facility, the distance between the facilities with the same centre of activities may not exceed fifteen (15) kilometers for the Québec-Métro sector and thirty (30) kilometers for the Charlevoix and Portneuf sectors.

Moreover, a centre of activities may not be in more than three (3) facilities, except in the case of family medicine groups where the maximum is set at five (5) facilities.

The parties may agree on other conditions, including the number of facilities per centre of activities.

#### **2.04 Provisions of a centre of activities in more than one (1) facility**

When a centre of activities exists in more than one (1) facility, the following conditions apply:

- An employee may only work in one (1) facility during the same shift. However, employees with an assistant-head-nurse, assistant to the immediate superior, nurse clinician assistant-head-nurse or nurse clinician assistant to the immediate superior positions may change facility once (1) during the same shift.
- The Employer encourages stability in one (1) facility for employees on the basic team.
- When special circumstance require the mobility of a basic team employee to another facility than her usual facility, the Employer offers it by seniority on a voluntary basis, then by reverse order of seniority among the employees able to perform the work required. The conditions for the travel allowance apply when the employee is assigned outside her home base.

#### **2.05 List of centres of activities**

The Employer must send the list of existing centres of activities at the time these local provisions are signed to the Union or as soon as it is available, but no longer than six (6) months after the signature. The list of centres of activities is classified by sector and Administration. The Employer informs the Union whenever there is a change in this list of centres of activities.

#### **2.06 Geographic sectors**

The territory covered by the institution is divided into sectors for applying these local provisions of the collective agreement

A facility must belong to a sector set out in this article.

When the institution acquires or uses a new facility, it must be linked to a sector. The Employer determines the sector this new facility is linked to. This link must be geographically consistent with the division of existing sectors.

The institution's sectors are:

- Portneuf Sector: territory covered by the former CSSS de Portneuf.
- Charlevoix Sector: territory covered by the former CSSS de Charlevoix.
- Québec-Métro Sector: other territory covered by the CIUSSS de la Capitale-Nationale.

## MATTER 3

### DURATION AND CONDITIONS OF THE PROBATION PERIOD

#### 3.01 General principle

The probation period represents the period to which every new employee is subject and is calculated based on a number of workdays during which the employee performs her new duties. The employee is informed of the relevant conditions of the probation period when she is hired. An employee is subject to only one probation period.

#### 3.02 Duration of the probation period

Every new employee is subject to a probation period of sixty (60) workdays.

Notwithstanding the previous paragraph:

- The probation period for an employee with an undergraduate university degree is ninety (90) workdays.
- The probation period for a specialty nurse practitioner or nurse clinician specialist is one-hundred and twenty (120) workdays.
- The probation period for an employee hired for an assistant-head-nurse or assistant to the immediate superior position is ninety (90) workdays.

In no case may a probation period exceed nine (9) months. The same length as that of a continuous absence that exceeds twenty-eight (28) days extends this nine- (9) month period.

#### 3.03 Conditions of the probation period

A probation period excludes welcoming, orientation, integration and training days as well as the statutory holidays stipulated in the collective agreement. Up to thirty (30) integration days are excluded.

The Employer ensures that the employee has a minimum of one (1) meeting during her probation period for feedback on her work. This meeting must be held midway through the probation period.

### **3.04 Extension of the probation period**

Notwithstanding the foregoing, extending the probation period or a new probation period must be the subject of an agreement between the Employer and Union. In this case, the Employer informs the Union and employee of the reasons behind the extension. These reasons must be related to the feedback and follow-up received during probation.

Before terminating a probation period, the Employer ensures that fair and reasonable means are taken to facilitate its success.

The Employer informs the employee of the facts justifying the break in the employment relationship when the probation period is terminated.

If the Employer rehires an employee who had not previously completed her probation period, this employee needs only complete the calendar or workdays missing from her previous probation period, in order to acquire her seniority, providing however that not more than six (6) months has elapsed since her departure.

## MATTER 4

### POSITION TEMPORARILY WITHOUT AN INCUMBENT

#### 4.01 General principle

A position is temporarily without an incumbent when the latter is absent for one of the reasons stipulated in the local provisions of the collective agreement.

A position is also considered temporarily without an incumbent in the following cases:

- a) When it is vacant.
- b) When the Employer is waiting for an employee from the Service national de main-d'œuvre (Provincial Workforce Service) under the provisions on Job Security in the provincial part of the collective agreement.
- c) When an employee exercises a right to return following an administrative or disciplinary measure.

#### 4.02 Application

A position temporarily without an incumbent is not posted.

A position temporarily without an incumbent is filled, when the centre of activities' needs so justify, according to the provisions of Matter 6 of these local provisions.

When the Employer decides not to fill or fill a position temporarily without an incumbent partially or in an interrupted manner, the reasons for this decision are sent to the Union in writing, at the Union's request.

## MATTER 5

### CONCEPT OF REASSIGNMENT AND CONDITIONS OF APPLICATION

#### 5.01 General principle

A reassignment refers to any temporary change of an employee's position or assignment at the Employer's request, when the centre of activities' needs so require, providing the positions are compatible and of the same nature.

#### 5.02 Conditions of application

An employee may not be reassigned except:

- a) In a fortuitous or force majeure situation.
- b) Unforeseen absence or lack of qualified employees causing an urgent and imperative need for personnel, in a given centre of activities.
- c) Major and circumstantial change in the clientele or services provided which make a centre of activities' needs less than the basic team structure.
- d) Temporary closure of a centre of activities not exceeding four (4) months.
- e) Any other circumstances agreed to between the parties.

#### 5.03 Provisions of application

A reassignment occurs after using the availability list.

First, the Employer asks for volunteers and by order of seniority in the centre of activities. Failing volunteers, the Employer reassigns employees in reverse order of seniority among the employees able to meet the normal requirements of the job, respecting the following order:

1. An employee on the availability list who does not have a position in this centre of activities.
2. An employee on the float team.
3. An employee on the surplus staff team.
4. An employee on the basic team, including the upgraded single positions.

A reassignment may not exceed one (1) shift or occur more than once (1) a shift.

It cannot be repetitive, except if the employee volunteers for the reassignment. In this case, it cannot exceed a maximum of five (5) consecutive workdays.

An employee may not be reassigned more than fifteen (15) kilometers for the Québec-Métro sector, and more than thirty (30) kilometers for the Charlevoix and Portneuf sectors.

At no time may an employee incur a reduction in her total salary or take on additional expenses during a reassignment.

#### **5.04 Reorganization of the job**

The Employer may give the work from another centre of activities to an employee in whole or in part. In this case, the Employer ensures that the employee's job is organized accordingly, so as not to cause an excessive workload.

#### **5.05 Total or partial temporary closure of a centre of activities not exceeding four (4) months**

The Employer informs the Union at least one (1) month in advance of the date of a total or partial temporary closure of a centre of activities, unless it is impossible to do so.

When employees are affected by a total or partial temporary closure of a centre of activities, the reassignment is carried out in the following manner:

- a) The reassignment of employees under this clause cannot exceed four (4) months unless otherwise agreed by the parties or the nature of the closure requires it.
- b) The Employer informs the employees affected by the closure, of the list of assignments where they may be temporarily reassigned, as a priority before employees on the availability list. Then, the employee informs the Employer of her preferences, by status and seniority, for her eventual reassignment.
- c) An employee is not obliged to accept an assignment on a shift different to her own.
- d) An employee must meet the normal requirements of the job for the assignment offered. She may receive an integration period in the centre of activities where she will be reassigned based on the identified needs.
- e) The Employer makes the list of employees affected available on the centre of activities, indicating their respective reassignments. A copy of this list is given to the Union.
- f) Annual vacations already authorized before the reassignment are respected.

- g) To minimize the number of employees reassigned, the Employer encourages employees to take annual vacation during the closure of the centre of activities.
- h) In the event of a gradual closure or gradual re-opening of a centre of activities, the employees affected by this clause are reassigned or return to their original position by seniority.

## MATTER 6

### RULES APPLICABLE TO EMPLOYEES ON TEMPORARY ASSIGNMENTS

#### 6.01 Availability list

The availability list is used to supplement the employees on the centre of activities, surplus staff team, float team and replacement team, to distribute the work needed because of a position temporarily without an incumbent, temporary excessive workload or any other reason justifying using an employee.

The availability list is used before using overtime or external resources.

#### 6.02 Temporary excessive workload

A temporary excessive workload may not exceed twelve (12) months.

The Employer may extend a temporary excessive workload for a maximum of six (6) months following a notice to the Union.

An agreement with the Union is required to extend a temporary excessive workload longer than eighteen (18) months.

#### 6.03 Employees registered on the availability list

The institution availability list includes the names of the following employees:

- a) A part-time employee who has expressed additional availability to her schedule.
- b) An employee not subject to the incumbency process in accordance with Appendix 1 of the provincial provisions of the collective agreement.
- c) A candidate to the practice of the profession.
- d) An employee benefitting from clause 15.02 (employee with job priority) in the provincial provisions of the collective agreement.
- e) A nursing extern based on her restricted permit to practice and a respiratory therapy extern registered on the Ordre professionnel des inhalothérapeutes du Québec's roll.

- f) An employee on a maternity leave without pay who has expressed availability in accordance with the provincial provisions of the collective agreement.

#### **6.04 Expressing availability**

To be registered on the availability list, an employee must express her availability according to the conditions established by the Employer, specifying the days of the week, shift (s) and centre (s) of activities where she ensures her availability.

An employee who is not an incumbent of a position must express a minimum availability of one (1) weekend out of two (2) weekends, on more than one (1) shift and more than one (1) centre of activities throughout the year.

Notwithstanding the previous paragraph, an employee who so wishes, may give less availability, after agreement with the Employer.

However, the Employer may require minimum availability up to seven (7) days per fourteen (14) days, including at least one (1) weekend out of two (2) weekends and two (2) shifts in more than one (1) centre of activities as needed, for a candidate to the practice of the nursing profession (CPNP) or candidate to the practice of the licensed practical nurse profession (CPLNP). However, the Employer may not require a minimum availability during the school year.

An employee is not obliged to express availability for incomplete shifts.

Moreover, the Employer must offer the employee with the most seniority and who has accepted an assignment with an incomplete shift, any assignment with a complete shift known twenty-four (24) hours in advance.

The Employer makes the information on the employee's availability available to the Union and keeps it for consultation purposes in the event of a dispute.

#### **6.05 Modification of availability**

An employee on the availability list may modify her availability according to the provisions set by the Employer four (4) times a year at the most. Such a modification cannot result in changes to assignments already granted.

An employee may increase her availability at any time. This modification will take effect within a maximum of seven (7) days.

However, an employee may not claim an assignment given on the schedule in advance if the modification of her availability was sent less than seven (7) days before this schedule was posted.

Moreover, in the thirty (30) days of receipt of a written notice from the Employer to this effect, an employee already registered must once again express her availability.

Notwithstanding the foregoing, when an employee asks to reduce her availability during the sixteen (16) weeks following the first (1<sup>st</sup>) Sunday in June, this request only goes into effect at the end of this sixteen (16) week period.

## **6.06 Integration to the job**

An employee with an integration of less than twenty (20) days in a centre of activities must maintain this centre of activities in her availability for a minimum of six (6) months, unless otherwise agreed with the Employer to remove it.

An employee who received an integration equal to or longer than twenty (20) workdays in a centre of activities must maintain this centre of activities in her availability for at least twelve (12) months, unless otherwise agreed with the Employer to remove it.

An employee who holds a part-time position may have an integration after agreement with the Employer. If the integration requires that she temporarily leave her position, she returns to it afterwards.

The integration is by order of seniority among the interested employees who are available to work in the centre of activities.

The Employer makes every effort to maintain a sufficient availability list and integrate an adequate number of employees to fill the assignments.

## **6.07 Provisions for the assignment of employees on the availability list**

The positions temporarily without an incumbent are granted by seniority, according to the order of priority stipulated in this article and based on the availability of employees registered on the availability list. The same rules apply for a temporary excessive workload or any other reason justifying using an employee.

Unless otherwise provided in these local provisions of the collective agreement, the first (1<sup>st</sup>) day of the assignment determines which employee should be granted the assignment.

To be assigned, employees registered on the availability list must be from the same job-titles group, meet the normal requirements of the job, have received the necessary integration for this centre of activities and expressed availability that completely corresponds to the available assignment.

If there are no employees integrated to the available job, the Employer offers it by seniority to the available employees who expressed their interest in being integrated in this centre of activities.

#### **6.08 Advance assignment and pre-assignment**

An employee on the availability list may be assigned in advance, in particular when the pre-assignment schedule is made.

Moreover, another employee may not claim an assignment granted when the schedule was made.

This article does not prevent an employee from claiming an assignment granted in violation of the rules set out in the local provisions of the collective agreement.

The Employer grants assignments taking into account the employees' availability according to the previously determined rules, without contacting the employee.

However, when an assignment is granted when there are less than seven (7) days remaining before it begins or for assignments of more than twenty-eight (28) days, the Employer contacts the employee for her to confirm she accepts the assignment. The Employer determines the means of communication used to do this and informs the employees.

The Employer adopts a procedure with the conditions when an employee must be contacted to grant her an assignment, including a reasonable time limit for the Employer to receive a confirmation.

Notwithstanding the foregoing, the Employer takes the appropriate means to contact the employee when this employee is at work when the assignment is offered.

The Employer keeps the information on when the assignment is added to the employee's schedule in the event of a dispute.

In the seven (7) days following the posting of the schedule, the employee may express her non-availability according to the means determined by the Employer, for a maximum of two (2) days when she is not scheduled to work during this schedule.

#### **6.09 Failure to comply with availability**

An employee who has not confirmed she accepts an assignment is considered to have failed to comply with her availability.

The name of an employee who fails to comply with her availability on a regular basis may be temporarily removed from the availability list.

When the Employer removes a name from the availability list, a notice is sent to both the employee concerned and the Union, indicating the reasons.

#### **6.10 Recall order of employees on the availability list**

The Employer evaluates the probable length of all assignments related to an absence due to a disability or employment injury.

The Employer may combine several assignments in the same centre of activities to make one (1) assignment.

The Employer may make schedules to cover the normal annual vacation period completely or partially. The rules for managing assignments are adapted based on this provision.

##### **A) Assignment of twenty-eight (28) days or less**

An assignment of twenty-eight (28) days or less is divisible and granted, when filled, by seniority and on a priority basis in the following order, according to the expressed availability.

If one employee cannot fill the assignment completely, the part of the assignment not filled by this employee is granted according to the same provisions, until the assignment is completely filled.

1. To the employee incumbent of an upgraded single position in the centre of activities, up to the level of hours stipulated for the surplus staff part of her position.
2. To the employee incumbent of a priority surplus staff position in the centre of activities up to the level of hours stipulated for her position.
3. To the employee incumbent of an upgraded or surplus staff single position who is not priority in the centre of activities up to the level of the hours stipulated for her position.
4. To the employee incumbent of a float team position when the centre of activities concerned is covered by her position up to the level of the hours stipulated for her position.
5. To the employee on the replacement team set out in the provincial provisions of the collective agreement.
6. To the employee incumbent of a part-time position in the centre of activities and registered on the availability list.
7. To the employee registered on the availability list.

## **B) Assignment of more than twenty-eight (28) days**

### **Full-time assignment**

A full-time assignment of more than twenty-eight (28) days is indivisible and granted, when filled, by seniority and priority, in the following order according to the availability expressed, providing this corresponds completely with the assignment to fill:

1. Incumbents of a single position upgraded to full time in the centre of activities concerned.
2. Incumbents of a full-time surplus staff position and the centre of activities concerned is the priority.
3. Incumbents of a full-time surplus staff position, the centre of activities concerned is not priority and they do not have an assignment in their priority centre of activities.
4. Incumbents of a full-time float team position and the centre of activities concerned is covered by their position.
5. Incumbents of an upgraded part-time single position in the centre of activities concerned and registered on the availability list.
6. Incumbents of a part-time surplus staff position, the centre of activities concerned is priority and registered on the availability list.
7. The assignment is offered to the employees registered on the availability list.

### **Part-time assignment**

A part-time assignment of more than twenty-eight (28) days is indivisible and granted, when filled, by seniority and priority, in the following order according to the availability expressed, providing this corresponds completely with the assignment to fill:

1. Incumbents of an upgraded single position in the centre of activities concerned whose position is equal to or more than the assignment.
2. Incumbents of a surplus staff position, the centre of activities concerned is priority and the position is equal to or more than the assignment.
3. Incumbents of a single position, upgraded or not, in the centre of activities concerned and registered on the availability list.
4. Incumbents of a surplus staff position, the centre of activities concerned is priority and registered on the availability list.

5. Incumbents of a surplus staff position, the centre of activities concerned is not priority, the position is equal to or more than the assignment, and they do not have an assignment in their priority centre of activities.
6. Incumbents of a float team position and the centre of activities concerned is covered by their position.
7. The assignment is offered to the other employees registered on the availability list.

Notwithstanding the foregoing, an assignment that comes up while a schedule is in progress is divisible and granted, by seniority and priority, in the order set out in paragraph A) of this article according to the availability expressed, until the next schedule. Then it is offered according to the provisions of paragraph B) of this article, if more than twenty-eight (28) days remain in the assignment.

The previous paragraph applies in the same way when it is foreseeable during the same schedule that an assignment of less than twenty-eight (28) days will be more than twenty-eight (28) days.

Moreover, when a full-time or part-time assignment of more than twenty-eight (28) days is filled by an employee incumbent of a surplus staff position and the centre of activities concerned is not priority, or by an employee incumbent of a float team position and the centre of activities concerned is covered by her position, this assignment is then filled only for the duration of the schedule.

In this case, this assignment is re-offered for the following schedule and according to the provisions of paragraphs A) or B) of this article, based on the remaining duration of the assignment.

When, in applying the previous paragraph, the assignment is once again filled by an employee:

- Incumbent of a full-time surplus staff position and the centre of activities concerned is not priority and she does not have an assignment in her priority centre of activities.

Or

- Incumbent of a float team position and the centre of activities concerned is covered by her position.

The Employer grants the assignment to the same employee unless this is impossible.

An employee cannot be denied an assignment of more than twenty-eight (28) days for the sole reason that the minimum interval of sixteen (16) hours stipulated in clause 19.02 of the provincial provisions of the collective agreement has been applied. In this case, the employee begins her assignment on the second (2<sup>nd</sup>) day of the assignment.

An employee's annual vacation does not make her unavailable for a replacement of more than twenty-eight (28) days.

In this case, an employee may not be denied an assignment of more than twenty-eight (28) days because it begins during her annual vacation if, when she returns, there are still more than twenty-eight (28) days in this assignment. The employee will then begin this replacement when she returns.

An employee incumbent of a part-time single position on a centre of activities may, if she so wishes temporarily leave her position for an indivisible assignment in her centre of activities, as long as the assignment has more work hours than her position.

Furthermore, an employee incumbent of a full-time position on the centre of activities may, if she so wishes temporarily leave her position for an indivisible full-time assignment in her centre of activities and on her shift, as long as this assignment is in a job title with a salary scale with a higher maximum than her position's job title. The latter takes priority over the previous steps set out in this article.

An assignment of more than twenty-eight (28) days that comes up during the sixteen (16) weeks following the first (1<sup>st</sup>) Sunday in June is divisible and granted, by seniority and priority, in the order set out in paragraph A) of this article according to the availability expressed, until the end of this period. It is then offered according to the provisions of paragraph B) of this article, if there are still twenty-eight (28) days in the assignment.

An assignment that cannot be granted in an indivisible manner then becomes divisible and granted, by seniority and priority in the order set out in paragraph A) according to the availability expressed, until the next schedule when it is offered according to the provisions of paragraph B) of this article.

### **C) Assignment of more than fifty-six (56) days**

When there is an assignment of more than fifty-six (56) days on the evening or night shift, the employee incumbent of a permanent full-time night position in the centre of activities concerned may have this assignment in accordance with the rules in this article, as long as the latter has expressed interest using the Employer's form.

This assignment is offered by seniority and in turn, in priority over the part-time employees registered on the availability list and employees from other centres of activities. The employee must return to her night position for one (1) year before she can have another turn.

If before or during the assignment, special conditions make it impossible for the Employer to ensure the replacement of the incumbent of the permanent night position who benefits from these provisions, she then returns to her position. In this case, the Employer gives the employee a seven- (7) day advance notice.

When the Employer applies the previous paragraph, the Union is informed, specifying the reasons. In this case, the parties try to find a solution for applying these provisions.

#### **6.11 Full-time status (Local Arrangement)**

An employee on the availability list assigned to a full-time assignment where the expected length is (6) months or more is considered a full-time employee during this period at her request.

In addition, an employee on the availability list assigned to a full-time assignment may, at any time, request full-time status for the period when the residual expected length of the assignment is six (6) months or more.

#### **6.12 Assignment notice**

For assignments of more than twenty-eight (28) days, the Employer makes the following details available to the employee and Union, when requested:

- The identity of the position.
- The name of the incumbent, if applicable.
- The probable length of the assignment.

The Employer keeps this information for consultation purposes in the event of a dispute.

#### **6.13 Provisions for leaving an assignment**

An employee is not bound to continue an assignment in a position temporarily without an incumbent or on a temporary excessive workload if the number of days of this assignment has been reduced.

A part-time employee who has temporarily left her position for an assignment is not bound to continue, if the number of days of this assignment become less than that of her position.

An employee who has an assignment for at least five (5) months may decide to leave this assignment providing that the end of the assignment is scheduled for more than twenty-eight (28) days. The employee must give the Employer at least thirty (30) days advance notice that she intends to end her assignment.

An employee who has an assignment of one (1) day a week may leave it to obtain an assignment of more than twenty-eight (28) days.

An employee who returns to study may leave her assignment.

Moreover, an employee may leave an assignment for a serious reason after agreement with the Employer.

#### **6.14 End of assignment notice**

An employee who successively fills one (1) or several positions temporarily without an (their) incumbent(s), or one (1) or several temporary excessive workloads, or performs work of a limited duration for a period of six (6) months or more, receives a two (2)-week written end of assignment notice.

## MATTER 7

### RULES APPLICABLE TO VOLUNTARY TRANSFERS

#### 7.01 Information for the Union

The Employer makes the pertinent information on vacant and newly created positions available to the Union.

The Employer informs the Union in writing, as soon as possible, but before the posting period when the position should be posted, when a vacant position is abolished or modified.

At the union's request, the Employer also provides the reasons for the modification or abolition.

#### 7.02 Vacant positions

A position is vacant when there is no incumbent and no employee is entitled to return to this position.

The calculation of the time limits for posting begins at that time.

The Employer posts a newly created position during the posting period following its creation.

When a position with components that do not comply with the provisions stipulated in these local provisions becomes vacant, the Employer modifies the position and posts it in line with these provisions.

However, the parties may agree to repost this position as it was before being vacant.

Unless otherwise provided, the Employer posts a vacant position during the next posting period, except if there are less than ninety (90) days remaining before the posting period. In this case, the vacant position is posted during the second (2<sup>nd</sup>) posting period following its vacancy, at the latest.

However, when the vacant position is covered by one of the reorganizations stipulated in clauses 14.01 to 14.07 of the provincial provisions of the collective agreement, the position must be posted no later than twelve (12) months after the date the Employer notifies the Union in accordance with clause 14.10 of those same provisions. However, any position that becomes vacant as of the ninth (9<sup>th</sup>) month after sending this notice remains subject to the posting time limits stipulated in the previous paragraph.

Notwithstanding the foregoing, when a position becomes vacant, the Employer must inform the Union within twenty-one (21) days of the position becoming vacant, if the latter is subject to a specific study regarding its abolition. In this case, the posting must be within twelve (12) months of the date when the Employer notified the Union. Failing this, the position is posted according to the normal procedure.

An employee interested in changing assignment (schedule, floor, clientele, etc.) in her centre of activities must inform the Employer of this intention before the vacant or newly created position is posted. The Employer takes into account the employees who have shown their interest in changing assignment, as well as their seniority.

### **7.03 Posting procedure**

The Employer holds a minimum of three (3) posting periods of positions every year. The dates of these postings are sent to the employees and Union before June 30 every year for the following twelve (12) months.

About thirty (30) days before every posting period, the Employer informs the employees of the posting period date via electronic means.

The posting is in the usual places in all the institution's facilities for at least fourteen (14) days.

The Employer may hold an additional posting period in exceptional circumstances. In this case, the Employer informs the Union. The posting is then for a minimum of seven (7) days by the usual means and in the usual places. The Employer informs the employees as soon as possible by the same means as for a regular posting.

The Employer sends the Union a copy of the posting in the thirty (30) days prior to the posting in order to have the Union's recommendations. The latter has fourteen (14) days from receipt of the documents to send their recommendations to the Employer.

### **7.04 Guarantee of a seven- (7) day per fourteen (14) days position**

A part-time position may not have less than seven (7) workdays per fourteen (14) days, unless otherwise agreed between the parties.

The upgrading of the current part-time positions is voluntary. The procedure for upgrading the positions held by employees when the current local provisions go into effect is agreed between the parties. The process for upgrading positions must be completed by March 31, 2020, at the latest.

## **7.05 Posting notice**

The details to appear on the posting of a position are:

- The number of the position.
- The job title or job titles and definition that appears in the provincial provisions of the collective agreement.
- The salary scale (minimum-maximum).
- The structure and type of position.
- The centre or centres of activities.
- The posting period.
- The shift (day, evening or night) or, for a rotation position, day/evening or day/night shifts.
- The status of the position (full time, part time).
- The number of workdays per two (2) weeks for a part-time position.
- The home base.
- The requirement of an automobile, if applicable.
- The geographic sector.

## **7.06 Compound position**

The following details must also appear on the posting of a compound position:

- The priority centre of activities.
- The usual distribution of the work schedule between the centres of activities indicated.

## **7.07 Merged position**

The following details must also appear on the posting of a merged position:

- The priority job title.
- The usual distribution of the schedule between the job titles for the position.

## **7.08 Upgraded single position, surplus staff position and float team position**

In the case of a surplus staff position and upgraded single position, the secondary centres of activities covered by these positions must also appear on the postings.

The posting must also specify the priority centre of activities for a surplus staff position.

The centres of activities covered by a float team position must also appear on the posting of these positions.

## **7.09 Requirement of an automobile**

Adding a requirement of an automobile does not result in the abolition of the employee's position unless she disagrees with the change. In this case, the employee may use the bumping procedure set out in Matter 8 of the local provisions of the collective agreement.

## **7.10 Home base**

Notwithstanding the provisions in clause 7.05, the home base may be modified according to the provisions stipulated in Matter 26 of these local provisions.

## **7.11 Other information for information purposes**

The Employer may post any other information likely to inform the employees about the specifications of the position or nature of the work for information purposes. This includes:

- The rotation cycle.
- The need to be on call.
- The name of the former incumbent.

## **7.12 Application**

All employees are entitled to apply on one (1) or more position(s) during the posting period.

Before applying for a position, an employee may view the list of candidates in a location determined by the Employer.

The Employer agrees to update the list of candidates every day.

The employee must use the means set out for this purpose to apply or use the IT support provided by the Employer during the posting period.

She must indicate her preference for a position or positions according to the order of priority she gives each one.

The Employer makes all the applications and priorities available to the Union as soon as the posting period ends.

## **7.13 Mailing list**

The Employer acknowledges the importance of an absent employee viewing the position postings and being able to apply on them.

The Employer sets up reasonable means for an absent employee to be able to view the position postings.

Moreover, the Employer ensures that a mechanism is set up for an absent employee to apply without having to come to the institution.

#### **7.14 Appointment**

The appointment is made taking into account the order of priority identified by the candidate.

##### **A) Position granted by seniority**

Unless otherwise stipulated in these local provisions, the position is granted to the employee with the most seniority among those who have applied, providing she meets the normal requirements of the job.

The requirements must be pertinent and in relation to the nature of the duties. In the event of a grievance, the Employer has the burden of proof.

##### **B) Position granted following a selection process**

The positions of specialty nurse practitioners and nurse clinician specialists as well as nurse clinician positions working:

- in the public health department.
- in the department of education and university affairs.
- in a family medicine group.
- as a liaison nurse.

are granted to the employee with the most seniority among those who have applied and who have passed the Employer's selection process.

Positions with assistant-head-nurse, nurse clinician assistant-head-nurse, assistant to the immediate superior, nurse clinician assistant to the immediate superior and assistant-head respiratory therapist job titles are granted in accordance with the provisions of Appendix 1 of these local provisions.

An employee who passes the selection process for a position is deemed to have passed the selection process for all positions with identical requirements, as long as the requirements are not changed.

### **C) Position granted by competence**

The care counsellor positions are granted to the employee with the best result based on the Employer's selection process.

#### **7.15 Time limit for appointment**

The Employer makes the appointment available to the employees and Union in the same time limit via IT support and ensures that it can be printed.

The Employer makes the appointment for positions granted by seniority available in the twenty (20) days following the end of the posting period.

The Employer makes the appointment for positions granted by a selection process and competence available in the sixty (60) days following the end of the posting period.

The vacancy of a position created by a promotion, transfer or demotion must be posted and this position must be granted in accordance with the provisions of this article and provincial provisions of the collective agreement related to job security.

#### **7.16 Maximum appointments per year**

An employee may be granted a maximum of three (3) positions a year.

However, a fourth (4<sup>th</sup>) appointment of a position is possible in the event it allows:

- A part-time employee to obtain a full-time position.
- An employee to obtain a position with a job title with a higher maximum scale.
- An employee to move from a position in the float team structure to a position in the surplus staff structure or the basic structure.
- An employee to move from a position in the surplus staff structure to a position in the basic structure.
- An employee to move from a position with shift rotation to a permanent shift position, a position with a night shift to a position with day or evening shift or an evening-shift position to a day-shift position.

#### **7.17 Start date**

The employee's start date in a position is sixty (60) days after her appointment at the latest, except if the continuity of services is compromised, or:

- a) If the sixty- (60) day time limit is within the periods included between June 15 and September 15 and December 15 and January 15. In these cases, the start date is at the beginning of the pay period following this period.
- b) For the employee who is absent under Article 22 of the provincial provisions of the collective agreement. In this case, the start date is when the employee returns.

An employee who is absent under Article 23 of the provincial provisions of the collective agreement has ninety (90) days to start in the position. This period can be extended if the employee's return is foreseeable and she can start within a reasonable time limit.

In the case when the Employer cannot allow an employee to start in the position within the time limits set out in the local provisions, the latter is compensated for the salary and other benefits linked to the position she obtained from the date when she would have normally started in the position.

#### **7.18 Initiation and trial period**

The employee granted the position is entitled to an initiation and trial period of a maximum of forty-five (45) workdays.

The calculation of the initiation and trial period excludes the welcome, orientation, integration and training days as well as leaves stipulated in the provincial provisions of the collective agreement.

During this period, the Employer ensures that the employee receives feedback on the progress of her initiation and trial period. This meeting must be held around the middle of the period.

The employee may, by agreement with the Employer, shorten or be exempt from the initiation and trial period.

#### **7.19 Right to return**

As of her appointment and during her initiation and trial period, the employee who decides to return to her position or who returns to her position at the Employer's request, does so without prejudice to her rights acquired in her former position. However, the employee may not go back to the assignment she had before her initiation and trial period.

An employee who is exempt from the incumbency process in accordance with Appendix 1 of the provincial provisions of the collective agreement and who, as of her appointment and during this time limit, decides to return to the availability list or does so at the Employer's request, does so without prejudice to her rights acquired on this availability list. However, the employee may not go back to the assignment she had before her initiation and trial period.

When the Employer ends the initiation and trial period, the Employer informs the employee of the reasons.

## **7.20 Time limit to return**

The employee returns to her position or availability list as soon as possible. In all cases, the return occurs no later than the beginning of the schedule that immediately follows the decision to return, unless there are less than fourteen (14) days remaining before the beginning of this schedule. In this latter case, the return occurs no later than the beginning of the following schedule.

## **7.21 Position reallocation**

### **1. Position reallocation before starting in the position**

The position the employee relinquishes between her appointment and three (3) days before she would start in the position at the beginning of the schedule is offered to the next employees who applied during the same posting, respecting the identified order of priority.

The next employee may choose to accept or refuse it. If the employee accepts it, the position is considered granted.

However, if the next employee did not obtain a position during this same posting, the position is automatically given to her. The Employer informs the employee.

If this employee obtained a position herself, this position is reallocated according to the provisions in the preceding paragraph and so on.

### **2. Reallocation of a position during the initiation and trial period**

The position that the employee relinquishes less than three (3) days before starting in the position or during the initiation and trial period is offered to the next employee who applied during the same posting, respecting the order of priority identified only if this employee did not obtain a position during this posting or subsequent posting. This employee starts in the position at the beginning of the next schedule except if there are less than fourteen (14) days before this schedule begins. In this latter case, the employee starts at the beginning of the following schedule.

If the employee has already obtained a position during this same posting, the position is then posted during the next posting period.

The position to be posted again in applying the provisions of this article is not a position left vacant after posting, within the meaning of the local provisions.

### **3. Reallocation of the position when another posting period takes place**

The position that the employee relinquishes when another regular posting period took place after she obtained this position, is posted during the next posting period.

#### **7.22 Employee who obtains a position during another posting**

When an employee on an initiation and trial period, or whose initiation and trial period has not begun, obtains a position during another posting, the position for which the initiation and trial period has not ended or begun is taken away from her and her right to return is for the position she held before this one.

Notwithstanding the previous paragraph and following an agreement with the Employer, she may also cut short or be exempt from the initiation and trial period in progress in order to have a right to return to this position.

In all cases, an employee may not have a right to return to more than one (1) position.

#### **7.23 Resignation from a position**

An employee may resign from the position she holds. She is then granted a position left vacant after posting or a new hire position, except for employees covered by clause 1.02 in Appendix 1 of the provincial provisions of the collective agreement.

#### **7.24 Position temporarily outside the bargaining unit**

An employee who temporarily occupies a position outside the bargaining unit in accordance with clause 3.13 of the provincial provisions of the collective agreement does so for a period not to exceed three (3) years.

#### **7.25 Permanent position outside the bargaining unit**

An employee who is granted a position superior to those covered by the accreditation certificate is granted the right to an initiation and trial period of a maximum of twelve (12) months.

During this period, she may return to her former position covered by the accreditation certificate, without prejudice to her acquired rights.

The Employer's decision to return the employee to her position during this period may not be contested by a grievance.

## MATTER 8

### BUMPING AND/OR LAYOFF PROCEDURE

#### 8.01 General principles

The general principles set out in the provincial provisions of the collective agreement apply for bumping and/or layoff.

The parties meet, at the request of one of the parties, before undertaking a bumping or layoff procedure, to agree on the alternatives likely to reduce the impacts on employees.

The employee covered by the bumping procedure may, at any time during the procedure, and at her request, obtain any position left vacant after posting for which she meets the normal requirements of the job, or a new hire position, instead of bumping.

The bumping resulting from this article may take place simultaneously or successively.

#### 8.02 General provisions for bumping

Bumping is by geographic sector, as defined in Matter 2 of these local provisions.

An employee affected by bumping bumps within a fifty (50) kilometer radius of her home base or residence. An employee may voluntarily bump another employee in a radius further than fifty (50) kilometers.

An employee may only bump in her job-titles group.

An employee may only bump an employee with less seniority.

An employee with a Bachelor of Nursing degree, who holds a nurse position and reclassified under the provincial provisions of the collective agreement, exercises her bumping right, as well as the possibility of being bumped, in the job title of her nurse position, without taking into account the reclassification.

An employee must satisfy the normal requirements of the job to bump under this article.

An employee affected by the bumping procedure may have a maximum ten- (10) day integration period.

**8.03 Part-time employee**

When a part-time employee bumps another part-time employee, in addition to the rules set out at each step, she bumps the incumbent of a position with an equal or greater number of hours to the position she held.

She may also choose to bump a part-time employee incumbent of a position with fewer hours than the position she held. In this case, her salary is set proportionately to her hours worked.

**8.04 Position with rotation**

Notwithstanding the definition of shift set out in the local provisions of the collective agreement, day/evening or day/night rotation shifts are considered full shifts for applying this article.

**8.05 Compound position**

An employee who is an incumbent of a compound position covered by Step 1 of the bumping procedure is considered based on the number of hours of her position and her seniority in the centre of activities concerned.

An employee whose position is abolished or who is bumped loses her compound position. The employee who bumps an employee incumbent of a compound position takes the entire compound position.

When Step 2 of the bumping procedure covers an employee who is an incumbent of a compound position, her rights and seniority are applied based on the priority centre of activities determined by the Employer at the time the position was posted. However, when it is a part-time position, the employee is considered based on the status of her position and number of total hours of her position.

**8.06 Merged position**

An employee who is an incumbent of a merged position covered by Step 1 in the bumping procedure is considered based on the number of hours of her position and her seniority in the job title concerned.

An employee whose position is abolished or who is bumped loses her entire merged position. The employee who bumps an employee incumbent of a merged position takes the entire position.

When Step 2 of the bumping procedure covers an employee who is an incumbent of a merged position, her rights and seniority are applied based on the priority job title determined by the Employer at the time of posting.

However, the employee is considered based on her position's status and total number of hours when it is a part-time position.

**8.07 Surplus staff position**

When an employee incumbent of a surplus staff position is covered by bumping, her rights and seniority are applied based on her priority centre of activities determined by the Employer at the time of posting.

**8.08 Upgraded single position**

When Step 1 of the bumping procedure covers an employee who is an incumbent of an upgraded single position, her rights and seniority are applied based on the basic team components of her position.

When Steps 2 to 5 in the bumping procedure affect an employee who is an incumbent of an upgraded single position, she is considered part of the surplus staff structure taking into account her status or total number of hours of her position, including the upgrading. However, her shift is that of her single position.

Notwithstanding the foregoing, when an employee incumbent of a position in the basic structure is affected by the bumping, the upgraded single positions are not considered as positions in its structure, but as surplus staff structure positions.

When an upgraded single position is among the employee's bumping choices, the Employer informs the employee about the upgrading details.

**8.09 Employee appointed to a new position**

An employee appointed to a new position may, whether she has started her trial period or not, be bumped, in either her new position or her original position, if applicable.

**8.10 Employee incumbent of a reserved position**

An employee incumbent of a reserved position in accordance with the provincial provisions of the collective agreement may not be bumped. In this case, the least senior employee in the centre of activities who is not an incumbent of a reserved position is the one affected.

**8.11 Employee incumbent of a care counsellor nurse position**

Another employee cannot bump an incumbent of a care counsellor nurse position. When a care counsellor nurse position is abolished, she bumps directly in another job title.

**8.12 Written notice**

The employee affected by the bumping process receives a written notice and has three (3) days to make her choice. A copy of the notice is sent to the Union.

**8.13 Absent employee**

Without waiting for her return to work, the Employer informs the employee on a leave stipulated in the collective agreement who is subject to the bumping procedure during her leave unless there is a medical contraindication because of the reason for her absence.

She then makes her choice when she returns from her absence, based on the choices available at that time.

**8.14 Bumping procedure**

**A) Step 1: Abolition of a position**

The employee affected when the Employer abolishes a position in a centre of activities is the one with the least seniority in this centre of activities in the structure, job title, status, shift covered by the abolition.

If the number of required personnel set out in the basic structure remains necessary to provide the services, the positions in this structure may not be affected.

**B) Step 2: Same administrative division**

The Employer identifies, for each centre of activities in the administrative division of the position covered by the abolition, the least senior employee in the same job structure, job title, status and shift as the employee whose position is abolished or who is bumped.

The list given to the employee includes the ten (10) least senior employees identified in the preceding paragraph who meet all the bumping conditions set out in this article.

The employee whose position is abolished or who is bumped may bump in another centre of activities in her administrative division from the list previously provided by the Employer.

**C) Step 3: Another administrative division or structure**

The employee whose position is abolished or who is bumped and who cannot use the previous step may:

a) Bump the least senior employee in the same job structure, job title, status and shift in another administrative division.

Or

b) Bump the least senior employee in the same administrative division, job title, status and shift in another job structure.

**D) Step 4: Another administrative division and structure**

The employee whose position is abolished or who is bumped and who could not use the previous steps, bumps the least senior employee in the institution on the same shift, with the same status and job title.

**E) Step 5: Another job title**

The employee whose position is abolished or who is bumped and who could not use the previous steps, bumps the least senior employee in the institution on the same shift and with the same status in another job title.

**F) Step 6: Another shift**

The employee whose position is abolished or who is bumped and who could not use the previous steps, bumps the least senior employee in the same job title on another shift.

**8.15 Right to bump**

Every employee bumped may exercise her right to bumping based on her seniority and in the manner described in the bumping procedure, providing there is an employee with less seniority than her.

**8.16 Voluntary change of status**

The employee who could not bump another employee after the entire procedure is applied, may bump, if that is her choice, an employee with another status according to the procedure set out in the second (2<sup>nd</sup>) step. In this case, her salary is set proportionately to her hours worked.

**8.17****Layoff**

If there is no bumping choice, the employee is laid off and the provincial provisions of the collective agreement apply.

## MATTER 9

### WORKING HOURS AND WEEKLY SCHEDULE

#### 9.01 Regular week

The employee's regular workweek is based on the number of weekly hours stipulated for her job title, divided into five (5) days.

A workday is seven (7) hours, seven and a quarter (7.25) hours or seven and one-half (7.50) hours in accordance with the list of job titles.

Notwithstanding the foregoing, the local parties may agree to implement atypical schedules with a greater number of hours than the regular workday, without however exceeding twelve (12) hours of work.

#### 9.02 Division of the week

For calculation purposes, the workweek is based on the calendar week. The calendar week extends from midnight (00:00) on Sunday to eleven fifty-nine (11:59 p.m. on Saturday).

#### 9.03 Meal period

The employee has forty-five (45) or sixty (60) minutes for her meal based on the organization of work in the centre of activities.

Notwithstanding the foregoing and after agreement with the Employer, an employee may have thirty (30) to ninety (90) minutes for her meal.

Moreover, in centres of activities where the organization of work allows, the parties may agree to modify the time set out for the meal period.

An employee is not obliged to take her meal in the institution or be available in the institution during her meal period.

Notwithstanding the foregoing, and in a special situation, an employee may be required to stay in the institution during her meal period at the Employer's request.

If an employee is urgently called back to work while she is taking her meal, she is exempt from paying for a new meal after responding to this emergency.

Moreover, when the employee is required to stay in the institution for her meal period at the Employer's request, the latter provides a suitably equipped rest area to the extent the facility permits.

#### **9.04 Rest period**

After agreement with the Employer an employee working the night shift may add these rest periods to her meal periods.

An employee working the day or evening shift may add one (1) or two (2) rest periods to her meal period, when the organization of work so permits and after agreement with the Employer.

In these cases, it is understood that the employee can arrange her rest period to her liking.

In the special circumstances when the employee is unable to take her rest period, the Employer makes every effort to find a time when she can retake this rest period.

To the extent that the institutions are able, the Employer provides a suitably furnished break room for the employees.

#### **9.05 Transition phase for consecutive shifts**

When an employee works an overtime shift immediately after a regular shift, she is entitled, as needed, to a transition phase of fifteen (15) minutes between the two (2) shifts without loss of salary.

#### **9.06 Weekly days off**

An employee is entitled to two (2) complete days off per week. These days are consecutive, if possible.

The words "days off" mean a continuous period of twenty-four (24) hours.

The Employer may grant four (4) consecutive days off per two (2) weeks of work at the employee's request, and after agreement with the Employer.

#### **9.07 Exchange of schedule/days off**

Two (2) employees in the same job-titles group and on the same centre of activities may exchange their days off and/or schedule after agreement with the Employer, who cannot refuse without valid reason. The local and provincial provisions on overtime do not apply in this case.

It is understood that the exchange process must be completed in the four (4) weeks preceding or following the exchange date of the employee who initiates the process.

#### **9.08 Number and distribution of weekends**

The Employer ensures every employee a minimum of (1) weekend off per two (2) calendar weeks, so that the employee never works two (2) consecutive weekends or part of a second (2<sup>nd</sup>) consecutive weekend.

For the purpose of this clause, a weekend refers to a continuous period of forty-eight (48) hours including all of Saturday and Sunday.

However, the fifteen (15) minutes of shift overlap that applies to some employees, is not calculated in these forty-eight (48) hours.

Weekends are distributed alternately and equitably among the employees with the same job title and shift on the same centre of activities unless it is impossible because of the organization of work.

#### **9.09 Preparation of the schedule**

The Employer, based on the centre of activities' needs and taking into account, if possible, the employees' preferences, makes work schedules including days off, shifts (day, evening, night) and the entry and departure times.

To the extent possible, the Employer strives to maintain a frequency from one schedule to the next.

When an employee holds a rotation position and she so requests, the Employer makes every effort for her to work only one (1) shift during the same week.

An employee incumbent of a position in the basic structure is not subject to more than two (2) different schedules a week except if she agrees.

The preceding paragraph does not apply to the employee incumbent of a position in the surplus staff structure or a float team position.

The Employer makes every effort to organize the work of an employee who integrates another employee in order to consider this responsibility.

The Employer encourages employees in the centre of activities to participate in making the schedule when the centre of activities' organization of work allows.

#### **9.10 Publication of the schedule**

The Employer makes the schedule available to the employees at least seven (7) days in advance. These schedules cover a period of at least twenty-eight (28) days and are kept for reference purposes.

The schedules are posted in the usual places in the sites where the schedules are not available through the computer system.

Moreover, the Employer ensures that the schedule is available for the employee via a computer system, both from inside and outside the institution.

The Employer includes the employees who hold an assignment in a position temporarily without an incumbent or temporary excessive workload on the schedule if known when the schedule is made.

#### **9.11 Modification of the schedule**

The Employer cannot change the schedule without giving a seven- (7) day notice, unless the employee or employees agree. Furthermore, when a schedule is changed, the Employer must inform the employee or employees.

#### **9.12 Reorganization of the schedule**

The parties may change the distribution of the number of hours worked daily at any time to allow an employee to choose her hours of entry and departure (flexible working hours) outside of a period of compulsory presence at work (core time), five (5) days per week. The total number of hours for one (1) week, two (2) weeks or four (4) weeks must be equivalent to that stipulated in her job title.

The parties may agree at any time on any other form of organization of working time.

#### **9.13 Shift rotation**

If there is a shortage of regular personnel on the evening or night shift, shift rotation is between employees on the centre of activities in turn, except for the assistant-head-nurse or assistant to the immediate superior (days) or nurse clinician assistant-head-nurse or nurse clinician assistant to the immediate superior (days) or assistant-head respiratory therapist, who are only subject to rotation if it is absolutely necessary.

In centres of activities where there is shift rotation among the employees, the Employer grants a permanent shift on the evening or night shift to the employee who so requests. In this case, the employee is not subject to the system of rotation, unless it is necessary.

The employee may return to the system of rotation at her request.

In the cases stipulated in the preceding paragraph, the employee must give the Employer four (4) weeks' prior notice and the Employer will post it in the centre of activities.

During this notice period, the employees in this centre of activities, may apply for the permanent evening or night shift and, at the end of this period, the shift is granted to the employee who has the most seniority among those who apply.

An employee may request a permanent evening or night shift only once every three (3) months. However, this restriction may not be held against her when she applies for a new position or she uses the provisions of the article on bumping.

In a centre of activities where there is no shift rotation among employees, where everyone works a permanent shift, an employee may not initiate shift rotation in this centre of activities.

The Employer takes all appropriate measures to allow an employee to work on the day shift at regular intervals during the year. Within each four- (4) month period, the employee shall spend at least fifty percent (50%) of her time on the day shift, except if there is a different understanding between the Employer and employees concerned. The starting point of this period is set in an agreement.

In the event that there must be rotation of work periods, the Employer institutes rotation on two (2) shifts, either day-evening or day-night at the request of the majority of employees with the same job title on this centre of activities. This must not cause an increase in personnel.

#### **9.14 Refreshing techniques**

To provide employees with the opportunity to refresh their techniques, employees on permanent evening or night shifts for one (1) year are assigned, at their request, to the day shift, in priority over the availability list, after agreement with the Employer regarding the dates, or at the Employer's request, for a period not exceeding twenty-eight (28) continuous days a year.

**9.15 Split shifts**

An employee is not subject to split shifts.

**9.16 Control of working time**

An employee is not subject to more than one (1) system of control of her working hours.

**9.17 Time off with pay (Local Arrangement)**

A full-time employee working the night shift may convert all her night premium stipulated in the provincial provisions of the collective agreement into paid time off by making a request to the Employer at any time. The Employer may not refuse.

The Employer makes every effort to add the day off to a weekend off.

## MATTER 10

### CONDITIONS GOVERNING TIME COMPENSATION FOR OVERTIME WORK, RECALL AND STANDBY DUTIES

#### SECTION A OVERTIME

##### 10.01 Using overtime

Using overtime may not be a systematic practice to replace absences.

##### 10.02 Equitable distribution

If overtime is required, the Employer shall offer it to the available employees, in turn, distributing it equitably among the employees who meet the normal requirements of the job.

The Employer adopts a procedure with the provisions for an employee to confirm she accepts to work overtime, including a reasonable period for the Employer to receive the confirmation.

Notwithstanding the foregoing, if the employee is at work when the assignment is offered, the Employer takes the appropriate steps to contact her.

For the purpose of distributing overtime, every time the employee refuses to work overtime or cannot be reached to offer her the overtime, she is considered to have worked the overtime.

It is up to the employees to express their availability for overtime for a given period.

##### 10.03 Unforeseen or urgent cases

However, in unforeseen or urgent cases, or the need arises two (2) hours before the overtime shift, the Employer may offer it to the employees on site.

##### 10.04 Conversion to paid time off

An employee may request the conversion of overtime worked into paid time off. This conversion is granted after agreement with the Employer and according to the rates she would be entitled to under the provincial provisions of the collective agreement.

The preceding paragraph does not have the effect of limiting the application of the provincial provisions of the collective agreement on the subject.

An employee who wants to convert her overtime hours into paid time off must write this on her weekly attendance record (or time sheet).

This bank must be recorded by the Employer and appear on the employee's pay stub.

An employee who wants to use banked time makes the request to the Employer at least two (2) weeks before the scheduled date for the posting of the schedule. The Employer informs the employee of the reason for refusal if she so requests.

Notwithstanding the foregoing, the employee and Employer may always agree on when the banked time is taken.

It is understood that only time taken back for work on a regular workday on the schedule can lead to the accumulation of seniority.

An employee may request the payment of accumulated overtime hours at any time. These hours are also payable when the employee resigns. In these cases, the Employer distinctly identifies this amount on her pay slip.

The time accumulated must be taken no later than December 31<sup>st</sup> each year. Failing this, the bank is reset to zero (0) and the accumulated overtime hours are paid to the employee in the week for the pay period of February 1<sup>st</sup> the next year. In these cases, the Employer distinctly identifies this amount on her pay slip.

## **SECTION B RECALL TO WORK AND AVAILABILITY (ON-CALL)**

### **10.05 Availability (on-call) in turn**

When the needs of a centre of activities require personnel on call, the employees who normally do this work are on-call in turn unless:

- a) A sufficient number of employees volunteer. For applying this clause, the employees who have frequently been asked to replace in the centre of activities, may volunteer.
- b) An insufficient number of employees have volunteered to cover all the needs, in which case the other employees are only asked to fill the remaining needs.

In this case, the Employer cannot force an employee to be on call more than fourteen (14) days during the same schedule.

In the case when delivering services does not allow the Employer to respect the preceding paragraph, the parties meet to find an alternative to resolve this situation.

**10.06 Exemption**

In exceptional circumstances, the employee may be temporarily exempt from her obligation to be on call, after agreement with the Employer. In such a case, supporting documents may be required.

**10.07 On-call at her residence**

The employee on call may stay at her place of residence to ensure the on-call service.

**10.08 On-call in the institution**

Notwithstanding the preceding clause, when the emergency linked to the on call so requires, the Employer may require that the on-call employee stay in the institution, unless she can reach the facility within one-half hour (1/2 hr), unless there is an agreement between the Employer and employee. The parties may agree to increase this time limit.

The Employer makes every effort to make a parking space, close to an entrance to the facility, available to the employee on availability (on-call).

The Employer provides a suitably furnished room or quarters for the employee who is on availability (on-call) in the institution.

**10.09 Telecommunication**

The Employer agrees to provide the employee on availability (on-call) a communication device free-of-charge.

The latter must ensure the proper functioning of the device and report any defect to the Employer as soon as possible.

**10.10 Authorized absence**

At her request, and after agreement with the Employer, an employee who has worked more than half a shift when she was on call may take an authorized absence for the shift immediately following this on-call period worked if the needs of the centre of activities so permit.

## MATTER 11

### PAID HOLIDAYS, FLOATING HOLIDAYS AND ANNUAL VACATION

#### SECTION A STATUTORY HOLIDAYS

##### 11.01 List and general provisions

The thirteen (13) recognized statutory holidays in the institution are:

- F1: Canada Day
- F2: Labour Day
- F3: Thanksgiving
- F4: Christmas Eve
- F5: Christmas Day
- F6: Boxing Day
- F7: New Year's Eve
- F8: New Year's Day
- F 9: The day after New Year's Day
- F10: Good Friday
- F11: Easter Monday
- F12: National Patriots Day
- F13: Saint-Jean-Baptiste

The effective taking of a statutory holiday is the official day of this holiday. The Employer may not unilaterally move the effective date of a statutory holiday.

However, for employees working a Monday to Friday schedule, and the statutory holiday is a Saturday or Sunday, the Employer sets the effective date of the holidays.

The Employer makes the list of these statutory holidays' effective dates for the employees covered by the preceding paragraph available to the Union every year and informs the latter when this list is ready.

##### 11.02 Distribution of statutory holidays

The Employer distributes statutory holidays equitably among the employees on the same centre of activities. The Employer makes every effort to attach the statutory holidays to a weekend.

When overtime is worked on a statutory holiday, the double time, set out in the second (2<sup>nd</sup>) paragraph of clause 19.03 in the provincial provisions of the collective agreement, applies on the official date of the holiday instead of the date the statutory holiday is actually taken.

### **11.03 Christmas Day and New Year's Day**

All employees will have at least Christmas or New Year's Day that they are not obliged to work. However, an employee may express availability to work these two (2) days.

To grant these holidays, the Employer ensures that the employees will be off alternately each year, unless the employees agree otherwise.

If alternating each year does not ensure continuity of care and services, the Employer makes every effort to be equitable in the distribution of the Christmas and New Year's statutory holidays.

In the event it is impossible to alternate for all the employees on the centre of activities while ensuring continuity of care and services, the Employer makes every effort to alternate while ensuring to be equitable in the distribution of the Christmas and New Year's statutory holidays.

Notwithstanding the foregoing, the parties may agree on any other provisions at the request of the Employer, Union or employees.

An employee is entitled to three (3) consecutive statutory holidays at Christmas and New Year's. At the employee's request, the Employer makes every effort to grant up to five (5) consecutive holidays including the other types of time off (compensatory, weekly days off, etc.).

Statutory holidays take priority over the other types of authorized leaves when granting time off for the Christmas holiday period.

### **11.04 School setting**

Employees working in schools take their statutory holidays taking into account the school calendar.

### **11.05 Compensatory holidays**

When the Employer grants a compensatory holiday in the four (4) weeks preceding or following the date of the statutory holiday, the Employer makes every effort to respect the employee's preference and attach this compensatory holiday to a weekend off, if she so desires.

### **11.06 Bank of compensatory holidays**

An employee is entitled, and may request, to accumulate a maximum of five (5) compensatory holidays in a bank.

An employee who wants to use a compensatory holiday from the bank informs the Employer at least two (2) weeks before the planned date to post the schedule. The Employer informs the employee of the reason for refusal if she so requests.

Notwithstanding the preceding paragraph, the employee and Employer may always agree on the date for taking a compensatory holiday.

Compensatory statutory holidays not taken during the year are postponed to the following year.

**11.07 Exchange of statutory holidays**

After the posting of the schedule, two (2) employees may exchange the dates on which they actually take the same statutory holiday written on the schedule after agreement with the Employer who cannot refuse without valid reason. In this case, the overtime provisions do not apply if the employee works only one (1) regular workday.

**SECTION B FLOATING HOLIDAYS**

**11.08 Floating holidays for employees working in psychiatry, penal institutions and a specific unit**

An employee who wants to take a floating holiday makes the request to the Employer at least two (2) weeks before the planned date to post the schedule. Taking these holidays one day at a time is encouraged. The Employer informs the employee of the reason for refusal if she so requests.

Notwithstanding the previous paragraph, the employee and Employer may always agree on the date for taking a floating holiday.

The reference year is July 1 to June 30 for the purpose of this section. Floating holidays must be scheduled in the reference year and may not be postponed to the following year.

**SECTION C ANNUAL VACATION**

**11.09 Period for taking annual vacation**

The period for taking annual vacation is from May 1 of one year to April 30 of the following year.

**11.10 Normal annual vacation period**

The normal annual vacation period begins the third (3<sup>rd</sup>) Sunday of May and lasts for eighteen (18) weeks.

In the event that the Employer cannot grant the annual vacation within the period stipulated in the preceding paragraph because of the centre of activities' needs and replacement needs, the Employer may prolong the normal annual vacation period up to a maximum of twenty-one (21) weeks.

The period outside the normal annual vacation period begins immediately after the normal annual vacation period and ends on the Saturday preceding the third (3<sup>rd</sup>) Sunday of May.

The Employer may not force an employee to take her annual vacation outside the normal annual vacation period. However, the employee is not obliged to take her annual vacation during this period.

#### **11.11 Taking vacation**

Annual vacation is taken in complete calendar weeks and continuously. If the employee so wishes, she can divide it into periods, each period being at least one (1) week.

#### **11.12 Splitting-up annual vacation**

Notwithstanding the foregoing, the employee may choose to split up two (2) weeks of annual vacation.

These days do not appear on the annual vacation schedule.

An employee who wants to use a split up vacation day informs the Employer at least two (2) weeks before the date planned for posting the schedule. The Employer informs the employee of the reason for refusal if she so requests.

Notwithstanding the previous paragraph, the employee and Employer may always agree on the date for taking a split up vacation day.

An employee who has twenty-one (21) to twenty-four (24) annual vacation days takes these additional days split up.

An employee, who, on April 30, has twenty-five (25) years and more of service, is entitled to a fifth (5<sup>th</sup>) week of annual vacation. In this case, she can only split up two (2) weeks of annual vacation.

#### **11.13 Posting of the list**

The Employer makes available by March 1<sup>st</sup> and September 1<sup>st</sup>, a list of employees with the following information on each employee:

- Her seniority.
- The quantum of annual vacation to which she is entitled.
- The quantum of paid annual vacation.
- The registration rules for the employees (registration sheet or electronic tool).

Moreover, the Employer identifies the school break period or periods outside the annual vacation period.

A copy of the list is made available to the Union.

It is agreed that the posting is for at least fifteen (15) days and ends at midnight (00:00) on the last day the list is posted.

#### **11.14 Registration**

The employees register their preference for the normal annual vacation period before the end of the March posting.

The employees register their vacation preference for the period outside the normal annual vacation period before the end of the September posting.

Employees who are absent during these posting periods must communicate their preference to the Employer in writing during these periods.

An employee who wants to take one (1) or several weeks of annual vacation in the four (4) weeks following the normal annual vacation period register their choice at the same time as the normal annual vacation period. The latter is considered as a first (1<sup>st</sup>) choice for the period outside the normal annual vacation period. Once accepted by the Employer, this choice is defined when the normal annual vacation schedule is posted and cannot be challenged by other employees when they express their annual vacation preference for the period outside the normal annual vacation period.

#### **11.15 Preparing the schedule**

The Employer determines the date of annual vacations taking into account the preference expressed by the employees and their seniority.

For purposes of this section, the Employer applies seniority between the employees of all job titles in the same job-titles group working in the same centre of activities.

For the purpose of applying this section, the following are recognized as separate job-titles groups:

- The assistant-head-nurses or assistants to the immediate superior on day shift (2489), the nurse clinician assistant-head-nurses or nurse clinician assistants to the immediate superior on day shift (1912) who do not have a clinical load.
- The assistant-head respiratory therapists (2248).
- The specialty nurse practitioners (1915).

Seniority only prevails for one (1) choice of annual vacation within each one of the two (2) periods, the normal annual vacation period and the period outside the normal period.

An employee who has obtained a new position applies her seniority in her new position's centre of activities.

The number of employees who can take annual vacation each week and in each centre of activities cannot be less than one (1), except for the weeks with the Christmas and New Year's statutory holidays.

Vacation for employees working in schools is determined taking into account the school calendar.

The Employer grants priority to employees who are parents of pre-school or elementary school-age children for half the annual vacations granted in the centre of activities during spring break.

The Employer applies the preceding paragraph equitably from year to year among employees on the centre of activities and in connection with the school calendar for the employee's child.

#### **11.16 Posting of the schedule**

The Employer makes the approved annual vacation schedule available no later than thirty (30) days after the end of the posting. This schedule remains available for the entire vacation period.

The Employer makes the approved annual vacation schedule available to the Union.

#### **11.17 Modification of annual vacation**

An employee takes her annual vacation on the dates stipulated on the schedule. The schedule may not be changed, except for the reasons set out in clauses 11.17 and 11.18 of these local provisions.

Notwithstanding the foregoing, an employee may change or postpone her annual vacation, or part of it, as set out in the schedule, during the same reference year and after agreement with the Employer, taking into account the preferences expressed by the employee and without taking into account her seniority. Another employee may not claim the weeks freed up on the schedule by the employee.

An employee whose annual vacation is stipulated on the normal annual vacation period schedule and who is appointed to a new position before taking this annual vacation must choose between the following options:

- Start in the new position after the normal annual vacation period.

- Take her annual vacation in her new centre of activities during the annual vacation period without applying her seniority.
- Cancel her annual vacation and take it outside the normal annual vacation period.

#### **11.18 Exchange of annual vacation**

By mutual agreement, two (2) employees in the same centre of activities may exchange their annual vacation, after agreement with the Employer.

#### **11.19 Postponement of annual vacation**

The annual vacation of an employee unable to take her annual vacation at the scheduled time because of illness, accident, employment injury, protective reassignment of the pregnant or breast-feeding worker, occurring before her annual vacation period, is automatically postponed to a later date, unless the employee informs the Employer otherwise in writing, before the scheduled date for her annual vacation period.

In this case, the Employer determines the new date of annual vacation when the employee returns taking into account the employee's preference, but without taking into account her seniority.

The postponement must be during the current annual vacation reference period.

If it is impossible for the Employer to grant the annual vacation during the reference period by taking into account the employee's preference, she may request a postponement to the following reference period.

The postponed annual vacation days are then taken after agreement with the Employer, who must take into account the employee's preference to the extent possible, but without taking her seniority into account.

#### **11.20 Postponing annual vacation days to pay the full quantum of vacation**

When an employee, due to illness, work accident or parental leave has paid annual vacation days in her bank and she does not have a full quantum accumulated for the following year, she may postpone paid annual vacation days from the current year to the next year in order to complete the full annual quantum payable to which she is normally entitled.

**11.21 Annual vacation for spouses**

When spouses work in the same institution, they may take their annual vacation at the same time. However, their annual vacation period shall be that of the spouse with the least seniority, providing that this does not affect the preference of other employees with more seniority.

**11.22 Payment of vacation pay**

Annual vacation pay is paid according to the applicable provisions for the payment of salaries. These amounts cover the employee's annual vacation period or part of the period, depending on the case.

**11.23 Annual vacation to complete the regular week**

A part-time employee who has not completed her regular workweek may write split up annual vacation days on her time sheet when she submits it, after agreement with the Employer, who may not refuse without valid reason.

For applying this article, the fact that the employee refused one (1) or more shifts during the week in question, may be a valid reason for the Employer.

## MATTER 12

### LEAVES WITHOUT PAY

#### SECTION A SHORT-TERM LEAVES WITHOUT PAY

##### 12.01 General provisions

###### A) Conditions for obtaining

An employee who has completed her probation may, after agreement with the Employer, obtain a leave without pay once (1) a year.

###### B) Provisions of the leave

This leave may be a maximum of four (4) weeks.

This leave without pay may be divided into four (4) periods of one (1) week or in days up to twenty (20) days.

The Employer may ask the employee who wants a one-time leave without pay to exhaust her other banks of one-time or already planned leaves, except for sick-leave days.

##### 12.02 Specific provisions for the leave without pay for marriage or civil union

An employee on leave for marriage or civil union set out in the provincial provisions of the collective agreement may add one (1) week of leave without pay to it.

The request must be made four (4) weeks in advance.

The employee who takes this leave cannot use her seniority. This leave is granted when the centre of activities' needs so permit and there is no increase in the quotas for the scheduled annual vacations.

The general short-term leave without pay is reduced by as much when the employee takes this leave without pay.

##### 12.03 Specific provisions for the leave without pay for the marriage or civil union of a close family member

An employee who wants to attend the marriage or civil union of a close family member is granted one (1) day of leave without pay for the day of the marriage.

A close family member is defined as being her child, father, mother, brother or sister or her spouse's child.

The employee must make her request at least seven (7) days in advance.

The general short-term leave without pay is reduced by as much when the employee takes this leave without pay.

**12.04 Specific provisions for the leave to take an exam related to the profession**

An employee is granted a leave of sufficient length to prepare for and take an exam from her professional order for obtaining her permit to practice.

The general short-term leave without pay is reduced by as much when the employee takes this leave without pay.

**SECTION B LONG-TERM LEAVE WITHOUT PAY**

**12.05 General provisions**

**A) Conditions for obtaining**

An employee with at least one (1) year of service obtains a long-term leave without pay once (1) every three (3) years, after agreement with the Employer.

**B) Provisions of the leave**

The total length of the leave may not exceed fifty-two (52) weeks.

The employee may not combine this leave with the general short-term leave without pay in these provisions.

**C) Request for a leave without pay**

The employee must make the request in writing at least forty-five (45) days before the beginning of the leave, specifying the length of the leave. The Employer gives an answer in writing in the thirty (30) days after receiving the request.

**D) Processing of the leaves**

For a leave without pay of more than six (6) months, the Employer pays the employee concerned an amount corresponding to the number of accumulated days of annual vacation and number of holidays set out in the collective agreement at the date she left on leave without pay.

The sick-leave days accumulated at the time the leave without pay begins are credited to the employee and they cannot be paid in cash, except those paid in cash each year under the salary insurance plan in the provincial provisions of the collective agreement.

#### **E) Right to apply**

An employee may apply for a position and obtain it in accordance with these local provisions of the collective agreement, providing she can begin in the position in the sixty (60) days after her appointment.

#### **F) Return**

An employee may, at any time during this leave without pay, prematurely end it and return to her position providing she informs the Employer at least thirty (30) days in advance. The Employer may also accept a shorter notice.

The Employer may exceptionally refuse the request to prematurely end the leave because of a contract commitment if the latter informs the employee at the time of her request that she cannot benefit from this possibility.

In this case, the employee may register on the availability list for the remaining part of the leave before returning to her position, and is considered an employee on her centre of activities.

In the event the position of the employee on leave without pay is no longer available, the employee may use the procedure set out in the *Bumping and/or layoff procedure* in these local provisions of the collective agreement when she returns.

#### **G) Renewal of the leave**

The leave without pay may be extended for a maximum of fifty-two (52) weeks, after agreement with the Employer.

#### **H) Expiry of the leave**

At the end of this leave, the employee must return to work for a minimum period equal to the total length of the leave before being eligible once again for this type of leave without pay.

### **12.06 Specific provisions of the leave without pay for a suspended right to practice**

An employee whose right to practice is suspended by her professional order may have a leave without pay for a maximum of one (1) year.

This leave is granted based on the dates stipulated for the suspension of the employee's right to practice.

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

**12.07 Specific provisions for the leave without pay or part-time leave without pay to teach**

**A) Conditions for obtaining**

To enable the education sector to benefit from the contribution and experience of employees from the health and social services sector, an employee who has at least one (1) year of service may, after agreement with the Employer, who cannot refuse without valid reason, obtain a leave without pay or a part-time leave without pay to teach in a sector related to her profession.

**B) Provisions of the leave**

The total length of the leave may not exceed fifty-two (52) weeks.

It may be continuous or divided into two (2) or three (3) absences without pay over a period not to exceed fifty-two (52) weeks.

This leave is granted based on the dates in the employee's work contract in the educational facility.

**C) Renewal of the leave**

Before the end of this leave, and after agreement with the Employer, this leave without pay or part-time leave without pay may be renewed for a maximum of fifty-two (52) weeks on an exceptional basis.

**12.08 Specific provisions for leaves without pay prescribed by law**

The provisions for the general leave without pay apply to the different leaves prescribed by law, in particular but not exclusively the leave for civic duties in the *Electoral Act* and the leave for a caregiver in *An Act respecting labour standards*, unless modified by these local provisions.

## **SECTION C PART-TIME LEAVE WITHOUT PAY**

### **12.09 General provisions**

#### **A) Conditions for obtaining**

An employee with at least one (1) year of service may obtain a part-time leave without pay once (1) every three (3) years after agreement with the Employer.

However, the employee must work at least four (4) days per fourteen (14) days.

The provisions of the agreement between the employee and Employer may include the employee's day(s) of leave.

This leave replaces the general long-term leave without pay when used.

#### **B) Request for a leave without pay**

An employee must make the request in writing at least forty-five (45) days before the leave starts. The Employer gives an answer in writing in the thirty (30) days after receiving the request.

#### **C) Provisions of the leave**

This leave may be a minimum of two (2) months and a maximum of fifty-two (52) weeks.

This part-time leave without pay may be renewed for a maximum of fifty-two (52) weeks, after agreement with the Employer.

A full-time employee who takes a part-time leave without pay is considered a part-time employee and governed by the rules that apply to part-time employees.

Once the leave is granted, its length and provisions, as the case may be, may not be modified without the consent of the Employer and employee concerned.

However, if during her part-time leave without pay, the employee obtains a new position, her part-time leave without pay ends when she starts in her new position, unless there is an agreement between the parties to define other provisions.

#### **D) Expiry of the leave**

At the end of this part-time leave without pay, the employee must return to her full position for a minimum period equal to the total length of the leave before being eligible once again for this type of leave without pay.

**12.10 Specific provisions for a part-time leave without pay for preretirement**

An employee age sixty (60) may have a part-time leave without pay for preretirement, after agreement with the Employer, who cannot refuse without valid reason.

The request must be made four (4) weeks in advance.

However, the employee must work at least four (4) days per fourteen (14) days.

The provisions of the agreement between the employee and Employer may include the employee's day(s) of leave.

This leave remains in effect until the date the employee retires or after agreement with the Employer and employee.

**SECTION D LEAVE WITHOUT PAY OR PART-TIME LEAVE WITHOUT PAY FOR STUDY**

**12.11 General provisions**

**A) Conditions for obtaining**

An employee may obtain a leave without pay to pursue studies in the field of nursing and cardio-respiratory care, after agreement with the Employer, who cannot refuse without valid reason.

Similarly, and for the above purposes, the employee may obtain a part-time leave without pay by reducing her number of workdays.

**B) Request for a leave without pay**

The employee must make the request in writing at least forty-five (45) days before the beginning of the leave specifying the length. The Employer gives an answer in writing in the thirty (30) days after receiving the request.

**C) Provisions of the leave**

The full-time leave without pay may be a maximum of twenty-four (24) continuous months, or divided and spread out over a period not to exceed thirty-six (36) months.

The employee on a part-time leave without pay to study may extend the leave past thirty-six (36) months, based on her school curriculum, and after agreement with the Employer.

This leave is granted based on the dates of the employee's school semester and the status of the leave is conditional to the employee's student status with the educational institution.

The employee is considered a part-time employee for the periods when she works during the school curriculum.

A full-time employee who takes a part-time leave without pay to study is considered a part-time employee and governed by the rules that apply to part-time employees.

However, the Employer may ask the employee to return to her position for the summer school break, and Christmas school break, unless the employee demonstrates she is unable to work during that period. In this case, the employee is considered a part-time employee for the periods when she works.

#### **D) Return**

An employee may, at any time during this leave without pay, prematurely end it and return to her position providing she informs the Employer at least thirty (30) days in advance. The Employer may also accept a shorter notice.

The Employer may exceptionally refuse the request to prematurely end the leave because of a contract commitment if the latter informs the employee at the time of her request that she cannot benefit from this possibility.

In this case, the employee may register on the availability list for her centre of activities for the remaining part of the leave before returning to her position.

When the employee on leave without pay to study is appointed to a new position, the Employer evaluates the possibility of maintaining the employee's leave without pay in this new position.

If it is impossible to maintain the leave, the employee chooses to end her leave without pay or not to take her new position. In the latter case, the employee's choice is not counted as being granted the position.

If the employee on leave without pay to study is covered by the bumping procedure, the leave is maintained under the initially agreed upon conditions.

In the event the position of the employee on leave without pay is no longer available, the employee may use the procedure set out in the *Bumping and/or layoff procedure* in these local provisions of the collective agreement when she returns.

## **SECTION E PART-TIME LEAVE WITHOUT PAY BY EXCHANGE OF POSITIONS**

### **12.12 General provisions**

#### **A) Conditions for obtaining**

A full-time employee who has completed her probation period may obtain a part-time leave without pay by exchange of positions every year.

#### **B) Provisions of the leave**

To obtain a part-time leave, the employee must be able to exchange her full-time position for the position of a part-time employee with the same job title, shift and in the same centre of activities.

This leave may be a minimum of two (2) months and a maximum of fifty-two (52) weeks.

The exchange is by order of seniority of the part-time employees who volunteer for this exchange.

If, during the leave, one or the other of the employees ceases to be the incumbent of her position, the part-time leave without pay by exchange of positions ends unless there is an agreement between the parties to define other conditions.

At the end of this part-time leave, the employees involved in the exchange of positions return to their respective positions.

At the end of this part-time leave without pay, the employee must return to work for a minimum period equal to the total length of the leave before being eligible once again for this type of leave without pay.

## MATTER 13

### HUMAN RESOURCES DEVELOPMENT

#### 13.01 General principles

For the purpose of these local provisions of the collective agreement, the expression “human resources development” refers to the integrated and continuous process by which the employee acquires, develops and maintains knowledge, skills and abilities in the performance of her duties.

Human resources development also aims to respond to the adaptation needs of employees affected by the transformation of the network and new orientations in the health and social services sector. It must also try to optimize the response to the clients’ needs and organizational orientations.

The Employer commits to maximizing the use of the amounts set out in the provincial collective agreement to develop, maintain and improve skills for performing the work in the institution.

The parties acknowledge the importance of employee in-service training and professional improvement.

#### 13.02 Human resources development plan

In the context set out in *An Act respecting health services and social services*, human resources development is carried out by the introduction of an annual action plan for human resources development planning. This plan includes measures for welcoming employees, their motivation, recognition, maintaining their skills, their evaluation, professional improvement, mobility, preparing those who will take over and their career orientation. The Employer must take into account the responsibilities given to the Comité exécutif des infirmières et infirmiers (CECII), Conseil des infirmières et infirmiers (CII) and Comité des infirmières et infirmiers auxiliaires (CIIA).

The Employer develops and implements this human resources development plan after consulting the Union.

This plan includes the following programs:

##### A. Job integration program

When necessary, the Employer offers a job integration program to the employee with a new position in order to familiarize the employee with her new duties and workplace. This program also targets the acquisition

and integration of knowledge, additional theory and techniques necessary for performing new tasks or duties. The Employer determines the content of this program.

The Employer may also offer a job integration program to employees without positions on the centre of activities, in accordance with the rules set out in the local provisions of the collective agreement.

#### **B. In-service training, maintaining skills and professional improvement**

The in-service program maintains employees' skills necessary for performing their duties after the introduction of new care approaches, devices or techniques. Employees also acquire greater proficiency through more in-depth training in the fields or disciplines related to providing health care and services.

### **13.03 Local human resources development committee**

#### **Composition**

A local human resources development committee is formed in the institution no later than sixty (60) days after the local provisions of the collective agreement go into effect.

The committee is composed of three (3) people appointed by the Union and three (3) people appointed by the Employer. The members of the committee may agree to invite another person periodically to deal with a specific file.

The committee holds a minimum of three (3) meetings a year of sufficient length to carry out its mandate.

#### **Mandate**

The committee's mandate includes receiving the human resources development plan project from the Employer, studying it and giving its opinion.

To do this, the Employer agrees to meet the union representatives on the committee to give them a complete report of the human resources development activities for the previous fiscal year, and the planning of activities for the upcoming fiscal year.

The Employer must carry out this exercise before June 15 every year. The Employer gives the Union about forty-five (45) days to make its comments.

The committee's objectives in carrying out its mandate are:

- Identify the training needs to ensure the workforce's development.
- Foster an equitable distribution of the development activities based on the identified activities.
- Analyze the allocation of financial resources.

#### **13.04 Reimbursement of expenses**

The amount determined in Article 16 of the provincial provisions of the collective agreement is used to reimburse salaries, fringe benefits, tuition fees and travel allowances linked to the employees' updating and professional improvement activities.

#### **13.05 Schedule**

The Employer organizes the evening and night employee's schedule to respect the provisions set out in Article 19 of the provincial provisions of the collective agreement regarding the minimum interval. The Employer makes every effort to put any training activity with a day off.

## MATTER 14

### ACTIVITIES WITH USERS OUTSIDE THE FACILITIES

#### 14.01 Activity of less than twenty-four (24) hours

An employee required by the Employer to accompany users to an activity outside one of the facilities for less than twenty-four (24) hours is paid according to the usual provisions of the collective agreement, and if necessary according to the provisions related to overtime and availability within the meaning of Matter 10 of the local provisions of the collective agreement and Article 19 of the provincial provisions of the collective agreement as well as according to the provisions related to travel allowances within the meaning of Matter 26 of these provisions.

The parties may agree on specific or general provisions governing holding such activities.

#### 14.02 Activity of more than twenty-four (24) hours

The specific working conditions applicable to employees who accompany users to an activity outside one of the facilities for more than twenty-four (24) hours are:

When the activity is known in advance, the specific conditions are brought to the attention of all the employees in the centre of activities, including:

- a) The information on the nature, location and length of the activity.
- b) The organization of work hours for the length of the activity.
- c) The information on the travel allowances and other expenses allowed.
- d) The number of hours and days the employee's presence is required.
- e) The information on the clientele for the activity.
- f) The time limit for indicating her interest in participating in the activity, if applicable.

The Employer determines the number of employees by job title required to participate in the activity based on the clientele's needs, and the specific conditions of the activity from among the personnel in the centre of activities.

The Employer determines, based on the users' needs and specific context of the activity taking into account, if applicable, the seniority of the employees in the centre of activities involved who volunteer, who will participate in the activity.

In the event there are no volunteers in the centre of activities, the Employer may offer the activity to an employee of his choosing who works in another centre of activities. In this case, the employee temporarily leaves her position.

The Union and Employer meet to set any other applicable conditions.

If the activity is cancelled less than seven (7) days before the scheduled date, the employee returns to her position and cannot be removed from her shift unless she agrees.

## MATTER 15

### MANDATES AND MODE OF OPERATION OF LOCAL COMMITTEES

#### 15.01 Labour relations committee (Local arrangement)

A local labour relations committee is created in the institution to maintain harmonious labour relations and facilitate communications between the parties.

This committee's mandate is to prevent all disputes that could affect relations between the parties and meets a minimum of twelve (12) times a year. In the event a grievance is filed, the parties discuss it and try to find a solution.

This committee is composed of four (4) union representatives employed by the institution and four (4) employer representatives. The latter may not be part of the Union's bargaining unit.

An outside representative may accompany the parties.

The parties may invite a manager, representative of the Employer or an interested person at any time to present different files.

In this case, the parties ensure that the length and number of presentations make it possible to advance their respective files. Failing this, the parties set a new meeting quickly to ensure these files are processed.

The employees sitting on this committee are released from work without loss of salary in accordance with the provincial provisions of the collective agreement.

The parties determine the provisions for convening meetings and how the committee operates.

#### 15.02 Local joint occupational health and safety committee (Local arrangement)

A local joint occupational health and safety committee is formed to study the problems specific to the institution and make recommendations to the Employer on all issues related to occupational health and safety, particularly on prevention and violence.

This is an inter-union committee.

In addition to the duties set out in clause 30.02 of the provincial provisions of the collective agreement, the following duties are added to the local joint occupational health and safety committee:

- Promote the employees' physical and psychological health in safe, healthy working conditions.
- Participate in organizing the annual occupational health and safety week, if applicable.

This committee is composed of one (1) union representative for each job category and four (4) employer representatives.

An outside representative may accompany the parties.

### **15.03 Joint health and safety sub-committee**

Notwithstanding the foregoing, the parties may agree to create a temporary joint sub-committee to deal with an issue specific to the healthcare professionals, in particular to discuss any issue related to the safety of employees who give home care and recommend the necessary measures for these employees to give care and services in safe conditions.

This temporary sub-committee is composed of one (1) union representative, an employee of the institution and one (1) employer representative.

An outside representative may accompany the parties.

The parties determine the provisions for convening meetings, how the committee operates and the calendar of meetings.

### **15.04 Joint tactical occupational health and safety committees**

The parties may agree to introduce, through a letter of understanding, the creation of joint inter-union "tactical" committees by identified risk.

These joint tactical committees are a table for exchange and collaboration based on the risk category.

The employees sitting on these committees are released from their work without loss of salary.

## MATTER 16

### RULES OF CONDUCT BETWEEN THE PARTIES

#### **16.01 Rules of conduct between parties**

The purpose of these local provisions is to establish orderly relations between the parties, set the working conditions of employees covered by the bargaining unit and foster the settlement of labour relations problems.

All issues submitted by the parties are handled with respect and diligence. The local provisions of the collective agreement also aim to encourage the necessary collaboration between the parties to ensure the quality of the services provided by the institution.

The Employer treats employees fairly and the Union encourages them to perform quality, safe work, respectful of people.

#### **16.02 Distribution of the provisions of the collective agreement**

The Employer undertakes to make the updated local and provincial provisions of the collective agreement available on the institution's intranet site without cost.

#### **16.03 Welcoming new employees**

The Employer grants the Union an information period during the welcome period for new personnel covered by the bargaining unit.

#### **16.04 Rights during union activities**

The employee's union leaves are written on the schedule. This employee is entitled to the rights and benefits set out in Article 6 of the provincial provisions of the collective agreement and accumulates seniority and experience for moving up the salary scales.

This employee is considered available for any assignment of more than twenty-eight (28) days that she would normally obtain. The employee is replaced by another employee during her union leave and returns to her assignment at the end of her union leave.

**16.05 Rehired retired employee**

In accordance with the provincial provisions of the collective agreement, a rehired retired employee is not entitled to any provisions, including the right to seniority.

Moreover, using a rehired retired employee may not deprive another employee of an orientation program for replacement purposes.

**16.06 Union offices (Local arrangement)**

The Employer provides the Union a minimum of fifteen (15) furnished union offices for the Union's exclusive use, free-of-charge.

The list of these offices is in an appendix to the local provisions of the collective agreement.

When the Employer has to use the space intended for a union office for other purposes, the parties meet to find an alternative.

The Employer provides the furnishings for these offices free-of-charge and include a table or desk, chairs, filing cabinets with keys, telephone, telephone line, intranet and Internet network.

When the Union obtains computer equipment, computers, laptops, or devices from the suppliers' catalogue recognized by the Employer, the latter undertakes to ensure the technical support of this equipment.

**16.07 Communications**

The Union agrees to use the Internet, email and any other information assets at its disposal in accordance with the Employer's policies.

The Employer allows the Union to use the internal email, voice mail and electronic systems they have, with respect for the rules and policy in effect in the institution.

**16.08 Meeting and videoconference rooms**

The Union may use the Employer's meeting rooms and videoconference systems in accordance with the established procedure, free-of-charge.

The meeting rooms must be available and their use must not interfere with use by other people in the institution for clinical purposes, for example.

Moreover, the use of the meeting videoconference rooms must not cause additional costs to their normal use.

**16.09 Human resources software**

The Employer provides the Union with access to the human resources software to consult the employees' detailed schedules and any other administrative information available linked with the working conditions set out in the collective agreement and not of a confidential nature.

**16.10 Claim form**

The Employer consults the Union when a claims procedure is set up with regard to Matters 6 and 10 of the local provisions of the collective agreement and clauses 19.02 and 19.03 of the provincial provisions of the collective agreement.

In this case, the time limits to file a grievance set out in clauses 10.02 and 31.02 of the provincial provisions of the collective agreement may be suspended according to the provisions agreed between the parties.

**16.11 Discrimination, harassment, violence**

The procedure for handling psychological and violence complaints set up by the Employer under the provincial provisions of the collective agreement may never deprive an employee of the right to file a grievance.

The time limit to file a grievance set out in clause 10.02 of the provincial provisions of the collective agreement begins as of the date this complaint procedure ends.

**16.12 Equal seniority**

The following procedure applies in every situation when exercising a right set out in the collective agreement involves identical seniority between two (2) or more employees:

The hiring date determines the employees' rank. The employee hired first (1<sup>st</sup>) is considered the most senior.

In the event of the same hiring date, a random draw determines the order for applying their seniority.

The random draw must be done with an employer representative and union representative present.

**16.13            Going into effect and application of the collective agreement**

The local provisions of the collective agreement go into effect on March 12, 2019.

The letters of understanding and appendices to the local provisions of the collective agreement are an integral part of the collective agreement.

The local provisions of the collective agreement remain in effect until replaced by the parties.

The parties agree to make the necessary adjustment to the texts resulting from the new provincial provisions of the collective agreement.

## MATTER 17

### POSTING OF NOTICES

#### **17.01 Maintaining existing bulletin boards and equity**

The Employer maintains the number and locations of the union bulletin boards already in the facilities at the signature of these local provisions of the collective agreement. The Employer gives the key for locked bulletin boards to the union representative.

The Employer ensures that the Union has posting provisions equitable with the other labour organizations.

#### **17.02 Use of the bulletin boards**

The Union maintains and manages the existing union bulletin boards.

The Union may post any document likely to be of interest to its members in these bulletin boards.

#### **17.03 Relocating or removal of a bulletin board**

A bulletin board may be removed or relocated after a thirty- (30) notice to the Union in the event the Employer must use the space for a bulletin board for other purposes

When an existing bulletin board must be removed, the Employer makes every effort to find an alternative solution to relocate it.

#### **17.04 Facilities without a bulletin board**

The Employer allows the Union to post a union meeting notice in a location determined by the Employer in the facilities without a bulletin board.

#### **17.05 Documents posted in the institution**

The Employer sends the Union a copy of documents posted in the institution after a request to that effect.

**17.06            Hyperlink to the union’s website**

The Employer sets up a hyperlink to the union’s website on the institution’s intranet. The latter reserves the right to remove the hyperlink in the event the accessible information contains prejudicial statements (contempt, inflict harm, etc.) against the Employer.

## MATTER 18

### PROFESSIONAL ORDERS

#### **18.01 Registration on the roll**

The employee must register with her professional order every year if this is a requirement of the latter for the employee to work.

It is the Employer's responsibility to verify the validity of the employees' permits to practice with the professional orders.

#### **18.02 Suspension of the right to practice**

It is the employee's responsibility to inform the Employer of the suspension or restriction of her right to practice as soon as she is informed.

#### **18.03 Communication with the Union**

The Employer makes the names and permit to practice numbers of the employees registered on the different professional orders' roles available to the Union.

## MATTER 19

### PROFESSIONAL PRACTICE AND LIABILITY

#### 19.01 General principles

The parties acknowledge the principles stated in the Code of Ethics for the order governing the employee's profession as well as the obligations stemming from an *Act respecting health services and social services* (LSSSS) as the basis for their professional action.

#### 19.02 Signature of a technical document

An employee must sign a technical document prepared by her or under her direction. However, the use of the content of such a document remains the Employer's responsibility. If the Employer publishes, in any form whatsoever, in whole or in part, such a technical document, the name of the author, her title and the centre of activities to which she belongs will appear on this document.

#### 19.03 Modification of a document

Despite the preceding clause, an employee is not obliged to modify a technical document which she has signed and which she believes to be correct professionally.

#### 19.04 Right to practice

The Employer adequately informs the employee about the Employer's expectations and practices in her centre of activities for performing her duties regarding her right to practice the professional activities authorized by her professional order.

#### 19.05 Testimony and the professional secret

When an employee must testify on facts brought to her attention in the performance of her duties, and she foresees having to invoke her professional secret, she may, at her request, be accompanied by a professional chosen and paid by the Employer.

## MATTER 20

### SPECIFIC CONDITIONS DURING TRANSPORTATION OF USERS

#### 20.01 Compensation and allowances

An employee responsible for accompanying a user outside of her home base, receives the following compensation and allowances:

1. She is considered at work for the time she accompanies the user, waiting periods and return trip.
2. She is paid according to the provincial provisions of the collective agreement, including the overtime rate if the duration of this work and/or the period of accompaniment exceeds the regular workday.
3. At the Employer's request, the employee must return to her home base as soon as possible after she has left the user and by the means of transportation determined by the Employer.
4. The Employer reimburses the employee for her travelling and lodging expenses according to the provisions set out in Matter 26 and the provincial provisions of the collective agreement.
5. For any trip of one (1) day or more, the Employer ensures the employee has a sufficient rest period before resuming her regular shift.
6. When the accompaniment does not take the entire shift, the Employer makes every effort to give the employee a complete workday if she so wishes. The Employer informs the employee of the minimum length planned for the transportation when the assignment is granted.

#### 20.02 Personal vehicle

An employee may not be compelled to transport a user in her personal vehicle.

## MATTER 21

### LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

#### 21.01 General principles

When the employee, in the course of her duties, suffers damage or loss of personal belongings normally used or worn in performing her duties (clothing, watch, glasses, contact lenses or other prostheses or orthosis, etc.), the Employer sees to the replacement or repair. However, in the case of the employee's gross negligence, the preceding provisions do not apply.

#### 21.02 Personal vehicle

The provisions of the preceding clause apply with the necessary adjustments, when the Employer requires the employee to use her personal vehicle.

#### 21.03 Personal tools

The provisions of clause 21.01 also apply, with the necessary adjustments, when the Employer requires the employee to use her personal tools in performing her duties.

#### 21.04 Employee who must be absent from her work

When the destruction or loss of a personal belonging, suffered in the performance of her duties, prevents an employee from working, the latter may be absent, without loss of salary, after the Employer's authorization, to see to the replacement of this personal belonging.

#### 21.05 Claim procedure

An employee who suffers a loss or damage must declare the incident as soon as possible following her knowledge of it.

The employee must present her claim to the Employer, according to the conditions established by the latter, no later than thirty (30) days after the incident along with supporting documents, if applicable.

The claimed amounts must be reasonable based on the nature of the damaged or lost belonging.

The Employer, after evaluating if the belonging can be repaired or replaced, must settle this claim, in whole or in part, as soon as possible without exceeding forty-five (45) days.

An employee who is dissatisfied with her claim settlement may contest the Employer's decision by the means set out in these provisions.

## MATTER 22

### RULES TO FOLLOW WHEN UNIFORMS ARE REQUIRED BY THE EMPLOYER

#### **22.01      General principles**

The Employer determines the centres of activities or employees for whom a uniform is required.

The Employer determines the cut, materials and colours of uniforms.

The uniforms required (full or partial) under this article are provided and replaced at the Employer's expense.

#### **22.02      One-use uniforms**

The uniforms required and that are one-use that must remain in the workplace under this article, are provided, maintained and replaced at the Employer's expense.

## MATTER 23

### LOCKER ROOM AND DRESSING ROOM

#### 23.01 General principles

The Employer makes every effort to provide the employees with lockable lockers for their clothes and other personal effects as well as a locker room or suitable dressing room, to the extent that the institution's premises permit. Failing this, the Employer provides a safe location for their personal effects.

In the case where the employee has an office that can be locked, this takes the place of a locker room and safe location.

#### 23.02 Uniform required

The Employer provides a suitable dressing room for employees who are required to wear a uniform on the work premises and they may not leave wearing the uniform.

#### 23.03 Maintaining the existing facilities and reorganization

The Employer keeps the lockers, locker room and dressing rooms that exist the day of the signature of these provisions. The Union is given a list of them.

In the event the Employer must reorganize the physical premises of a facility resulting in the removal of lockers or dressing rooms, the parties meet to try to find an alternative to compensate for this removal.

## MATTER 24

### PAYMENT OF SALARIES

#### 24.01 Pay slip

The Employer writes on the pay slip:

- The Employer's name.
- The employee's name and first name.
- The employee's employee number.
- The accumulated seniority.
- The job title.
- The date of the pay period and date of payment.
- The salary rate.
- The number of hours paid at the regular rate.
- The overtime worked during this period.
- The nature and amount of premiums, allowances, allocations or supplements paid.
- The gross salary.
- The nature and amount of the deductions made.
- The net salary.
- The number of hours of sick-leave days accumulated.
- The number of days of annual vacation accumulated.
- The cumulative kilometers.
- The description of the payment of guaranteed kilometers.
- The overtime bank, if applicable.
- The amount paid for the Québec National Holiday, if applicable.

In addition, the Employer includes on the pay slip or makes it easily accessible by another means at his disposal:

- The number of days of leave for the employees working in psychiatry, a penal institution and specific unit, if applicable.
- The number of compensatory and floating statutory holidays accumulated and not taken, if applicable.
- The cumulative hours for the SBD (severe behaviour disorders) lump sum, if applicable.
- The cumulative hours for the CHSLD lump sum, if applicable.

#### 24.02 Separate pay slip

The Employer must present, on separate pay slips, the amounts paid as back pay, unused sick-leave days at the time they can be converted to cash.

It is the same for any amount paid following a claim made, in accordance with the claim procedure, grievance(s) settlement or ruling from an arbitration decision. However, the amount may be on the same pay slip if it is less than three hundred and twenty-five dollars (\$325) gross and the employee can easily identify it on the pay slip.

**24.03 Pay period**

Salaries are paid every two (2) weeks. In no case can there be more than fifteen (15) days between two (2) paydays.

In the event of a modification in the payment of salaries, the employees and Union are given a ninety- (90) day advance notice.

The processing of the pay may cause a maximum delay of one (1) month before the first (1<sup>st</sup>) pay for a new hire.

**24.04 Error in pay attributable to the Employer**

In the event of an error in pay of eighty dollars (\$80) net or less attributable to the Employer, the Employer agrees to correct this error on the following pay.

In the event of an error in pay between eighty dollars (\$80) net and two hundred dollars (\$200) net attributable to the Employer, the Employer agrees to correct this error within seven (7) calendar days from the time the error is revealed, unless the employee agrees that the reimbursement is on the next pay.

In the event of an error in pay of two hundred dollars (\$200) net or more, attributable to the Employer, the Employer agrees to correct this error within three (3) workdays as of and including the day the error was revealed, unless the employee agrees that the reimbursement is on the next pay.

**24.05 Error in pay involving an overpayment**

In the event of an error in pay involving an overpayment to an employee by the Employer, the latter arranges the provisions for reimbursement of the overpayment with the employee.

Failing an agreement, the recovery is made according to the following criteria and mechanisms:

1. The Employer first establishes the amount on which no recovery can be made:
  - a) One hundred and twenty dollars (\$120) a week, for an employee without dependents.

- b) One hundred and eighty dollars (\$180) a week, for an employee with dependents, plus thirty dollars (\$30) a week for each dependent, as of the third (3<sup>rd</sup>) week.
2. The Employer then establishes the portion of the salary on which the recovery can be made by subtracting the amount set out in the preceding paragraph from the employee's salary.

The Employer deducts the overpayment from each pay at twenty percent (20%) of the amount on which the recovery can be made, until the employee's debt is paid in full.

It is understood that the Employer can only recover overpayments made during the six (6) months preceding the day the employee was notified of the error.

#### **24.06            Amounts due at departure**

The Employer gives or sends to the employee, on the pay period following her departure, her pay slip including the fringe benefits.

Moreover, at the employee's request, the Employer gives or sends to the employee, a statement of her experience acquired in the institution as soon as possible without exceeding forty-five (45) days after she leaves.

#### **24.07            Indexation of the amounts**

The amounts set out in this article are indexed by fifty percent (50%) of the salary increases set out in the provincial provisions of the collective agreement.

## MATTER 25

### ESTABLISHMENT OF A SAVINGS UNION

#### **25.01 Implementation**

The parties agree to encourage the setting up of a credit union upon written request of a minimum of one hundred and seventy-five (175) employees.

#### **25.02 Deductions at source**

The Employer enacts deductions at source for a credit union, at the employee's request.

## MATTER 26

### TRAVEL ALLOWANCES

#### 26.01 Home base

The home base is the place where the employee normally performs her duties. In the other cases, the Employer determines the home base according to the place where the employee regularly receives her instructions and reports on her activities.

Subject to the preceding paragraph, the home base of an employee incumbent of a position and the home base was not indicated as a component of the position on the posting is determined in accordance with the provisions set out in the first (1<sup>st</sup>) paragraph on the date these provisions go into effect.

An employee may not have more than one (1) home base except by virtue of an assignment to a position temporarily without an incumbent, a temporary excessive workload, an incumbent of a compound position or an employee registered on the availability list.

When an employee, at the Employer's request, must perform her duties outside of her home base, she is considered as being at work for the time required to travel.

In this case, she is entitled to the travel allowances set out in the provincial provisions of the collective agreement.

Notwithstanding the foregoing, an employee who must go from her residence to a place of work other than her home base, without stopping by the home base, is compensated only for the distance in excess of the distance she normally travels from her residence to her home base, and the same applies for the return trip.

#### 26.02 Modification of an employee's home base

When the centre of activities' needs require a modification in the organization of work, without creating or abolishing positions, resulting in a modification of an employee's home base, the Employer informs the employees likely to be affected.

This modification of the home base is offered on a voluntary basis and by seniority to the employees with the same job title, status and shift affected, who are able to do the required work.

If there are no volunteers, the Employer modifies the home base of the employee with the least seniority, with the same job title, status and shift affected, who is able to do the required work.

The home base of a non-volunteer employee cannot be modified more than once (1) within a twelve- (12) month period.

The Employer gives the affected employee a minimum twenty-one- (21) day notice.

Notwithstanding the foregoing, when the modification moves the home base more than ten (10) kilometers from the former home base or the employee's residence, she must accept the modification, failing which her position is then abolished according to the rules set out in Article 14 of the provincial provisions of the collective agreement and Matter 8 of the local provisions of the collective agreement.

**26.03            Modification of the home base of all or a significant number of employees in an employee's centre of activities**

When the Employer moves all or a significant part of a centre of activities to another facility without creating or abolishing positions, the Employer informs the employee likely to be affected.

This modification of the home base is offered on a voluntary basis and by seniority to the employees with the same job title, status and shift, who are able to do the required work.

If there are no volunteers, the Employer modifies the home base of the least senior employee with the same job title, status and shift, who is able to do the required job.

The Employer gives the affected employee a minimum twenty-one- (21) day notice.

Notwithstanding the foregoing, when the modification moves the home base more than fifteen (15) kilometers from the former home base or the employee's residence, she must accept the modification, failing which her position is then abolished according to the rules set out in Article 14 of the provincial provisions of the collective agreement and Matter 8 of the local provisions of the collective agreement.

**26.04            Claiming expenses**

Reimbursement of expenses incurred under this article and provincial provisions of the collective agreement is upon presentation of supporting documents, if applicable.

**26.05      Parking**

The Employer ensures all employees have a parking space, to the extent possible. The parking pass covers all the institution's facilities.

When an employee is an incumbent of a temporary or permanent position that includes several facilities, the Employer reimburses the expenses incurred that exceed the costs of the parking pass that the employee normally pays.

**26.06      Work group**

The employees chosen to sit on a working committee are entitled to the travel allowances set out in the provincial provisions of the collective agreement when the meeting takes place outside their home base.

**26.07      Other means of transportation**

When the Employer does not require the employee to use a personal vehicle, the Employer determines other means of transportation and reimburses the employee the expenses thus incurred.

## SIGNATURES DES DISPOSITIONS LOCALES DE LA CONVENTION COLLECTIVE

En foi de quoi, les parties locales ont signé le 28<sup>e</sup> jour du mois de février de l'an 2019.

### SYNDICAT DES PROFESSIONNELLES EN SOINS DE LA CAPITALE-NATIONALE (SPS)



Patricia Lajoie  
Présidente



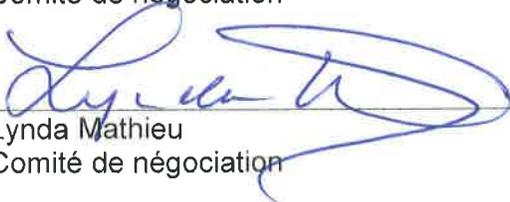
Pierre-Olivier Bradet  
Vice-président  
Responsable du comité de négociation



France Bourassa  
Comité de négociation



Caroline Laroche  
Comité de négociation



Lynda Mathieu  
Comité de négociation



Nicole Phillipon  
Comité de négociation



Jonathan Houle  
Conseiller syndical FIQ  
Porte-parole comité de négociation

### LE CENTRE INTÉGRÉ UNIVERSITAIRE DE SANTÉ ET DE SERVICES SOCIAUX DE LA CAPITALE-NATIONALE



Michel Delamarre  
Président-directeur général



France Goudreault  
Directrice des ressources humaines et des communications



Jean-Michel Ross  
Directeur adjoint des relations de travail, des conditions de travail des cadres et de la gestion intégrée de la présence au travail



Charles Gagnon  
Chef de service aux relations de travail



Marco Tremblay  
Conseiller cadre en relations de travail



Sophie Lanouette  
Agente de gestion du personnel



Érick Benoît  
Chef d'unité de vie en CHSLD Saint-Raymond/Pont-Rouge

## APPENDIX 1

### REGARDING ACCESS TO ASSISTANT-HEAD-NURSE, NURSE CLINICIAN ASSISTANT-HEAD-NURSE, ASSISTANT TO THE IMMEDIATE SUPERIOR, NURSE CLINICIAN ASSISTANT TO THE IMMEDIATE SUPERIOR AND ASSISTANT-HEAD RESPIRATORY THERAPIST POSITIONS

Whereas the genuine desire of the parties to acknowledge the nurses' experience and expertise for what it is worth, allow a career path and foster attraction and retention in the institution, the parties agree to the following:

1. The positions with assistant-head-nurse, nurse clinician assistant-head-nurse, assistant to the immediate superior and nurse clinician assistant to the immediate superior duties are accessible to both nurses with a Bachelor of Science in Nursing or a Bachelor of Nursing Degree with at least two (2) certificates recognized in nursing or without one if these degrees, all in accordance with the following rules.
2. The positions with assistant-head respiratory therapist duties are accessible to all employees in the respiratory therapist job-titles group.
3. These positions, except those set out in Articles 14 and 15 of the provincial provisions of the collective agreement, are staffed in the following manner:

a. Appointment

The position is granted to the most senior employee among those who have applied and who meet the two (2) following criteria:

- i. Obtained a score of seventy (70) points or more out of one hundred (100) points when the following evaluation grid is applied.
- ii. Obtained a score of forty-two (42) points or more out of seventy (70) points when the "iii. Personal Skills" component of the following evaluation grid is applied.

b. Evaluation Grid

The following scores are obtained by the employee who has applied for a position in this appendix providing she meets the corresponding criteria:

- i. Experience (evaluated on 15 points):
    - With one (1) year and more of experience and less than three (3) years: 5 points.
    - With three (3) years and more of experience and less than six (6) years: 10 points.
    - With six (6) years and more of experience: 15 points.
  - ii. Education (evaluated on 15 points):
    - College diploma (D.E.C.): 10 points.
    - One (1) or two (2) eligible certificates or thirty (30) or sixty (60) credits: 12 points.
    - Bachelor of Science in Nursing or a bachelor with at least two (2) certificates recognized in nursing: 15 points.
  - iii. Personal skills (evaluated on 70 points).
4. The previous clause also applies to the assistant-head respiratory therapist, with the necessary adjustments.
5. The Employer agrees to send the Union, upon request, the composition of the selection committee and a copy of the evaluation grid (weighting, theme, selection criteria).

## APPENDIX 2

### UNION OFFICES

In accordance with clause 16.06 of these local provisions, the list of furnished offices for the Union's exclusive use is:

1. IUSMQ, local F0878
2. IUSMQ, local F0882
3. IUSMQ, local F0886
4. IUSMQ, local F0874
5. Sacré-Cœur (plant), local 110
6. Sacré-Cœur (plant), local 111
7. Foyer de Loretteville, local 108
8. IRDPQ, local D-24.11
9. Jeffery Hale, 00-118
10. CRD de Québec A204-1
11. Hôpital Sainte-Anne-de-Beaupré, TO-106
12. Hôpital Baie-Saint-Paul, local DB1.708
13. Hôpital La Malbaie, local Bloc C-102
14. Hôpital régional de Portneuf, local 007
15. Centre d'hébergement Saint-Augustin, local SB32

## APPENDIX 3

### SPECIAL PROJECT

1. A “special project” means any temporary assignment to cover special needs such as: pilot project, research or study project and other special projects that cannot come under the definition of a position.
2. A special project is open to all employees, regardless of their status or availability.
3. A special project is indivisible and the duration is equivalent to the time required to complete the project. This period may not exceed two (2) years.
4. However, the parties may agree to extend the assignment.
5. The Employer informs the Union in writing of the nature of any special project, its length and the skills for the project.
6. The Union makes its representations, if necessary, in the thirty (30) days after receiving the notice.
7. The Employer posts the special project after this period and it is granted according to the rules set out in Matter 7 of the local provisions of the collective agreement as if it is a position, but with the necessary adjustments.
8. The Employer implements the means required for adequately informing the employees about this posting.
9. Employees, incumbents of positions, as well as employees who already have a temporary assignment, may temporarily leave their position or assignment to obtain an assignment to a special project.
10. An employee who obtains a replacement on a special project will schedule her annual vacation in the special project’s centre of activities.
11. The position or assignment left by the employee who obtains a “special project” assignment is considered to be temporarily without an incumbent and is filled according to the provisions set out in Matter 6 of the local provisions of the collective agreement.
12. The assignment of an employee who obtains a position during this assignment ends when she starts her duties in her new position.
13. The length of the initiation and trial period is forty-five (45) workdays excluding the welcome and orientation period. During this initiation and trial period, the employee who decides to return to her former position or temporary assignment or who is asked to return to her former position or temporary assignment by the Employer, does so without prejudice to her acquired rights in her former position.

14. In certain special circumstances, and when all other solutions are inadequate, the parties may agree in writing to use this appendix to grant the replacement of a position temporarily without an incumbent.

## APPENDIX 4

### SUMMER VACATION SCHEDULE AS A 7/7 SCHEDULE

1. The employee incumbent of a full-time or part-time position may participate, on a voluntary basis and after agreement with the Employer, in the summer vacation schedule as a 7/7 schedule (hereafter “7/7 schedule”). This schedule applies in the centres of activities that operates on weekends for the employees whose schedule includes one (1) weekend out of two (2) weekends.
2. The employee who benefits from the provisions of this appendix renounces her right to register her vacation on the annual vacation schedule for the normal annual vacation period according to the procedure set out in Matter 11 of the local provisions of the collective agreement.
3. The employee who wants to join the 7/7 schedule must make a written request to the Employer by February 1<sup>st</sup> every year. The Employer answers the employee in writing by February 21<sup>st</sup>. The employees must be paired on the same shift and centre of activities, in order to fill a need over a fourteen- (14) day period.
4. The employees absent during the time for making the request for the 7/7 schedule and whose return date is confirmed and is before the beginning of the 7/7 schedules may also take part in this appendix.
5. An employee accepting a 7/7 schedule must not cause a schedule modification for a third person. Moreover, the Employer reserves the right to refuse a request when this participation would harm the proper functioning of the centre of activities. If unable to accept all the requests received, the requests are prioritized based on seniority and the Employer must then inform the Union.
6. The 7/7 summer schedule covers a period of twelve (12) consecutive weeks, and this, as of the second (2<sup>nd</sup>) Sunday of June with the following provisions:
  - a. The employee who joins the 7/7 summer schedule works seven (7) consecutive days and has seven (7) consecutive days off.
  - b. The employee who joins the 7/7 summer schedule must maintain her participation for twelve (12) consecutive weeks.
  - c. The availability of a part-time employee with a 7/7 summer schedule increases to full time for the length of this summer schedule.
  - d. The days off are:
    - i. Twenty-four (24) days of weekly days off.
    - ii. Fifteen (15) days of split-up annual vacation days.
    - iii. Three (3) statutory holidays, the Québec National Holiday, Canada Day and Labour Day.

- e. The days off for the employees who benefit from the conversion of the night premiums into paid time off are:
    - i. Six (6) days of conversion of night premiums into paid time off.
    - ii. Twenty-four (24) days of weekly days off.
    - iii. Nine (9) days of split-up annual vacation days.
    - iv. Three (3) statutory holidays, the Québec National Holiday, Canada Day and Labour Day.
  
  - f. The days off for employees on gradual retirement are:
    - i. Nine (9) days of gradual retirement leave.
    - ii. Twenty-four (24) days of weekly days off.
    - iii. Six (6) days of split-up annual vacation days.
7. Despite the foregoing, employees who so want may replace the split-up annual vacation days with other paid days off.
  8. The Employer indicates the annual vacation days and/or statutory holidays and/or other leaves used on the employee's schedule.
  9. The balance of the annual vacation days to which the employee is entitled must be taken outside the normal annual vacation period set out in the local provisions of the collective agreement.
  10. An employee's schedule may include six (6) workdays in the same workweek to allow complete weeks off on an exceptional basis.
  11. All work in addition to the regular workday or ten (10) days per two- (2) week period is considered overtime for the purpose of calculating overtime.
  12. In the case of a disability occurring before or during the 7/7 schedule, this suspends the 7/7 schedule for the employee on disability until she returns, including the time stipulated for a relapse in the provincial provisions of the collective agreement.
  13. In the case of a change in position when the employee has already started a 7/7 schedule, the Employer evaluates the possibility of maintaining the 7/7 schedule in her new position. If maintaining the 7/7 schedule in her new position is impossible, the employee only starts in the new position at the end of the period that the 7/7 schedule is applied.

Moreover, an employee on an initiation and trail period in a new position may request a 7/7 schedule. However, if this request is accepted, and the employee uses her right to return to her former position, the return will only take place at the end of the 7/7 schedule. The Employer informs the employee of this obligation.

14. The parties may agree to adjust these 7/7 schedule provisions to allow them to apply in circumstances or according to different conditions and to other employees than those stipulated. These adjustments must be in a written agreement between the parties.

## APPENDIX 5

### LOCAL ARRANGEMENTS

**1.03            The employee on the availability list assigned to a full-time assignment with an expected length of six (6) months or more.**

The parties agree by local arrangement set out in Matter 6 of the local provisions of the collective agreement on this subject.

**6.14            Union leaves to prepare the local arrangements and local negotiations meetings**

For each day of local negotiations, each employee appointed by the Union is entitled to a day of union leave to prepare.

The days of union leave to prepare may be accumulated if they are not used.

**6.21            Location and days of exclusive use of the union offices**

The parties agree by local arrangement set out in Matter 16 of the local provisions of the collective agreement on this subject.

**6.23            Composition, role and operating of the labour relations committee**

The parties agree by local arrangement set out in Matter 15 of the local provisions of the collective agreement on this subject.

**9.02B          Conversion of the night premium**

The parties agree by local arrangement set out in Matter 9 of the local provisions of the collective agreement on this subject.

**14.08          Other conditions of application of clauses 14.05 to 14.07**

The parties agree to meet, as needed, and if appropriate, to agree on other conditions of application for clauses 14.05 to 14.07.

**14.18          Home base or residence radius where bumping occurs**

The parties agree by local arrangement set out in Matter 8 of the local provisions of the collective agreement on this subject.

- 29.20**                    **Localities where private vehicles are prohibited**
- The parties agree not to have a local arrangement on this subject.
- 30.01 and 30.02**   **Conditions of representation and operation of the local joint occupational health and safety committee**
- The parties agree on the local arrangement set out in Matter 15 of the local provisions of the collective agreement on this subject.
- Appendix 4**            **Specific conditions for the employee with a nurse job title**  
**(cl. 3.02)**                    **requiring a university degree (northern clinic)**
- The parties agree not to have a local arrangement on this subject.
- Letter            of**            **Regarding the professional guidance of newly hired personnel**  
**Understanding**  
**No. 14**
- The parties agree to set up a joint committee to agree annually on the use of the budget stipulated in the *Letter of understanding regarding the professional guidance of newly hired personnel*.
- This committee is composed of two (2) union representatives, employees of the institution and two (2) employer representatives.
- An outside representative may accompany the parties.
- The committee holds at least one (1) meeting a year of sufficient length to carry out its mandate.
- The employees who sit on this committee are released from their work without loss of salary in accordance with the provincial provisions of the collective agreement.
- The provisions for calling meetings and the committee's operating rules are determined by the parties.

## LETTER OF UNDERSTANDING NO. 1

### REGARDING LETTER OF UNDERSTANDING NO. 6 AND THE PROVINCIAL PROVISIONS OF THE COLLECTIVE AGREEMENT

1. The parties create a joint committee to analyze the job structure of all the centres of activities in the institution in connection with the new local provisions of the collective agreement.
2. The committee's work also aims to achieve the objectives set by Letter of Understanding No. 6 of the provincial provisions of the collective agreement:
  - a) Attain all the targets mentioned:
    - Sixty-two percent (62%) of full-time positions for the nurse job-titles group.
    - Fifty percent (50%) of full-time positions for the licensed practical nurse job-titles group.
    - Fifty-four percent (54%) of full-time positions for the respiratory therapist job-titles group.
  - b) Increase the availability of the labour force while acting on job insecurity.
  - c) Promote the optimization of the labour force working in the institutions in the health and social services system.
  - d) Limit the use of overtime and independent labour.
  - e) Allow greater flexibility and adaptability necessary for the institutions to attain the targets.
  - f) Promote single positions, subject to the target concerning atypical positions.
  - g) Promote using the services of the institution's employees in order to limit the use of independent labour.
3. Moreover, this committee's work is to evaluate the possibility and opportunity of offering all employees in the institution an upgrade in position to eight (8) workdays per two (2) weeks (8/14), nine (9) workdays per two (2) weeks (9/14) or full time.
4. This committee's work is also to evaluate the possibility of making some or all of the institution's respiratory therapists' positions permanent.

5. The Employer agrees to limit the creation of full-time float team positions to a maximum of twenty percent (20%) of the newly created full-time positions, including the upgraded or surplus staff positions, between the local provisions of the collective agreement going into effect and March 31, 2020. The Employer ensures that the relevant data is available in order to follow the progress in the creation of new full-time positions.
6. Lastly, this committee's work is to resolve the specific situations that may arise in the application of the new local provisions of the collective agreement.

### **Operation**

7. Following a joint evaluation of the needs in the centres of activities then an analysis of the replacement hours (availability list, float teams, overtime, independent labour, etc.), the committee's mandate is to make recommendations on:
  - a) The structure of the existing basic team.
  - b) The opportunity to set up a surplus staff team structure.
  - c) The type or types of positions that should be part of the surplus staff team.
  - d) The opportunity to set up a float team to cover this centre of activities.
  - e) The conditions for the parties to agree on in order to set up the new job structure, without destabilizing the care teams.
  - f) The conditions for the parties to agree on in order to reduce the impacts related to the setting up of the new job structure.
8. Taking into account the committee's recommendations, the Employer determines the job structure or structures to set up, taking into account the following considerations:
  - g) Promote single positions to the extent possible.
  - h) Promote full-time positions to the extent possible.
9. The parties may agree to establish and use relevant indicators for following the evolution and impact of the work.
10. The parties target March 31, 2020 for the end of the work setting up the new job structure.
11. After that date, the parties may agree to meet to evaluate the replacement hours (availability list, float teams, overtime, independent labour, etc.) on a given centre of activities, and make recommendations for attaining a job structure fostering single positions and full-time positions.

12. In the event a new collective agreement causes a significant number of surplus staff, the parties agree to meet to evaluate solutions to reduce these surpluses.

## LETTER OF UNDERSTANDING NO. 2

### REGARDING THE HARMONIZATION AND REVIEW OF THE REQUIREMENTS AND QUALIFYING PROCESS FOR ALL POSITIONS

1. The Employer analyzes and harmonizes the requirements and qualifying process for all positions in the twelve (12) months following the new local provisions of the collective agreement going into effect.
2. To do this, the Employer meets the Union to gather their comments and discuss the requirements and qualifying process.
3. Then, the Employer meets the Union to gather their comments and discuss modifications whenever there is a modification of the requirements or qualifying process for a position.

## LETTER OF UNDERSTANDING NO. 3

### REGARDING THE WORK PENDING ON THE COLLECTIVE AGREEMENT

1. The parties agree to meet in the ninety (90) days following the signature of the new local provisions of the collective agreement to negotiate the provisions related to the following subjects:
  - a) Provisions for atypical schedules, including twelve- (12 hr.) hour schedules.
  - b) Provisions for the organization of work time.
  - c) Local arrangements that are not the subject of an agreement.
2. Moreover, the parties agree to review the local provisions of the collective agreement to ensure that they correctly align with the nurse clinician specialists' and specialty nurse practitioners' working conditions and organization of work. The parties may negotiate adjustments of the local provisions of the collective agreement specific to this group of employees as needed.

## LETTER OF UNDERSTANDING NO. 4

### REGARDING THE INTERPRETATION AND APPLICATION OF SOME ARTICLES IN THE NEW COLLECTIVE AGREEMENT

The parties agree to the following:

1. In the application of clause 15.02 on the composition of the inter-union occupational health and safety committee, the Employer ensures the Union has the same number of representatives as the other labour organizations.
2. A twelve- (12) month transitional period after the signature of these local provisions is provided for the application of clause 23.01.



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