

LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

**REACHED
BETWEEN**

**THE CENTRE INTÉGRÉ DE SANTÉ
ET DE SERVICES SOCIAUX DES LAURENTIDES**

AND

**THE SYNDICAT DES TRAVAILLEUSES
ET TRAVAILLEURS DES LAURENTIDES
EN SANTÉ ET SERVICES SOCIAUX - CSN
CLASS 2**

EFFECTIVE JANUARY 6, 2019



**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DES LAURENTIDES
EN SANTÉ ET SERVICES SOCIAUX - CSN**

TABLE OF CONTENTS

ARTICLE 1	Concept of position	3
ARTICLE 2	Concept of department or service.....	5
ARTICLE 3	Probation period: duration and terms	7
ARTICLE 4	Position temporarily without an incumbent	8
ARTICLE 5	Concept of displacement	9
ARTICLE 6	Rules applicable to employees on temporary assignment	11
ARTICLE 7	Rules on voluntary transfers	17
ARTICLE 8	Bumping procedure	22
ARTICLE 9	Arrangement of hours of work and work week	25
ARTICLE 10	Overtime, callbacks to work and on-call duty	28
ARTICLE 11	Statutory holidays, floating days off and annual vacation	30
ARTICLE 12	Granting of leave without pay and applicable conditions	35
ARTICLE 13	Development of human resources.....	40
ARTICLE 14	Activities outside the facilities	43
ARTICLE 15	Local committees' mandates and operating procedures	44
ARTICLE 16	Rules of conduct between the parties	45
ARTICLE 17	Posting of notices	46
ARTICLE 18	Professional orders	47
ARTICLE 19	Professional practice and liability.....	48
ARTICLE 20	Special conditions for the transportation of users.....	49
ARTICLE 21	Loss or destruction of personal property	50
ARTICLE 22	Rules to follow when uniforms are required by the Employer	51
ARTICLE 23	Locker room and dressing room	52
ARTICLE 24	Payment of salaries: terms and conditions.....	53
ARTICLE 25	Establishment of a credit union.....	56
ARTICLE 26	Travel allowance	57
LETTER OF AGREEMENT NO. 1		
Regarding application of the local provisions.....		60

ARTICLE 1 **CONCEPT OF POSITION, EXCEPT RESERVED POSITIONS, AND TERMS**

Each type of position shall have the following characteristics:

1.01 Simple position

Refers to a work assignment identified by the duties of one of the job titles set out in the *List of job titles, job descriptions and salary rates and scales* in the health and social services sector within a department or service where the work assignment is completed.

1.02 Integrated position

Refers to a work assignment identified by the duties of one or more job titles within one or more departments or services where the work assignment is completed.

An employee is not obliged to accept more than one position. The Employer may, however, create integrated positions, providing that the positions are compatible and of the same nature and that in normal circumstances one employee can perform the duties of more than one position without being overworked.

The Employer shall inform the Union in writing, no later than fourteen (14) days in advance, of its intention to create an integrated position. Thereafter, the Employer shall post the integrated position in accordance with Article 7 of the local provisions (rules on voluntary transfers).

1.03 Float team position

Refers to a work assignment designed to fill positions temporarily without an incumbent, as provided in Article 4 of the local provisions (position temporarily without an incumbent), to handle temporary extra workloads, to perform work of a limited duration (less than six (6) months unless the parties agree otherwise) or for any other reason agreed upon by the parties. Also, in each of these cases, the Employer may use employees from the recall list.

The position of a float team employee may include more than one job title. The position shall be posted and filled in accordance with Article 7 of the local provisions (rules on voluntary transfers).

The Employer shall determine the assignments, taking into account its needs.

The parties may agree on other operating procedures.

1.04 Position with a maximum twelve (12)-hour daily work schedule

Refers to a work assignment identified by the duties of a job title within a department or service where the work assignment is completed that has a daily

work schedule of a maximum of twelve (12) hours of work. The terms and conditions set out in Appendix Y of the national provisions shall apply to such positions and, where applicable, the necessary adjustments.

1.05 Self-sufficiency

The Employer may create positions under this Article to promote self-sufficiency of departments and services and stability of human resources. Where such positions are created, they are primarily intended to fill replacement needs of departments or services.

Employees who hold a self-sufficiency position may, when there is a surplus of staff, be displaced to another department or service with similar users or care and services delivered or for which they meet the normal requirements of the job, have received orientation and have worked in the past two (2) years.

ARTICLE 2 **CONCEPT OF DEPARTMENT OR SERVICE AND ACTIVITY CENTRE**

2.01 Sector and facility

For the purposes of these local provisions, the term "facility" is the physical location where the health care and social services are delivered to the population of Quebec under one or more missions.

For the purposes of these local provisions, the term "sector" means one of the following six (6) geographic zones:

Southern sector:

Facilities in the RCM of Deux-Montagnes

Facilities in the RCM of Thérèse-de-Blainville

Facilities in the city of Mirabel

Central-western sector:

Facilities in the RCM of Rivière-du-Nord

Facilities in the RCM of Argenteuil

Central sector:

Facilities in the RCM of Rivière-du-Nord

Facilities in the RCM of Pays d'en Haut

Central-northern sector

Facilities in the RCM of Laurentides

Northern sector 1:

Facilities in the region of Rivière-Rouge

Northern sector 2:

Facilities in the region of Mont-Laurier

2.02 Department or service

"Department or service" means a set of specific and usually hierarchically organized activities constituting a distinct entity within the institution's organizational structure.

A department or service may encompass one (1) or more facilities, which may be within or outside the institution.

Where frequent mobility of employees is required, the Employee shall strive to ensure that the facilities of the department or service are located in the same sector as defined in clause 2.01 or, where the facilities of the department or service are not in the same sector, at a maximum distance of forty-one (41) kilometres from one another. However, in exceptional cases, a department or service may encompass facilities located outside the sectors and maximum distance of forty-one (41) kilometres.

2.03 List of departments or services

The Employer shall send the Union a list of the institution's various departments or services within sixty (60) days of the local provisions coming into force.

The Employer shall inform the Union of any changes to this list.

ARTICLE 3 PROBATION PERIOD: DURATION AND TERMS

3.01 Duration

All new employees who are hired or who join the bargaining unit are subject to a probation period.

The duration of the probation period is:

- Fifty-five (55) days for employees whose job title requires a secondary school diploma or vocational training;
- Ninety (90) days for an employee whose job title requires college training.
- One hundred twenty (120) days for an employee whose job title requires a university education.

The probation period does not include the induction, training and orientation periods.

Work days completed while on temporary assignment for disability leave are not included in the calculation of the probation period.

3.02 Terms and conditions

The terms and conditions and duration of the probation period are conveyed to the employee upon being hired or joining the bargaining unit.

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

ARTICLE 4 POSITION TEMPORARILY WITHOUT AN INCUMBENT: DEFINITION AND REQUIRED CIRCUMSTANCES FOR FILLING IT

4.01 Definition

A position is temporarily without an incumbent when the incumbent is absent or is not holding the position, particularly for one of the following reasons:

- annual vacation;
- statutory holidays;
- parental leave;
- illness or accident;
- leave for union activities;
- leave for studies;
- personal leave;
- leave without pay;
- leave with deferred pay;
- floating days off;
- period during which a position is subject to Article 7 of the local provisions (rules on voluntary transfers);
- period during which the institution awaits the arrival of an employee referred by the provincial workforce service (SNMO - *Service national de main-d'œuvre*);
- absence of an employee who is on a replacement assignment for a position outside the bargaining unit.

4.02 Required circumstances for filling it

The Employer shall fill positions temporarily without an incumbent, taking into account the needs of the department or service, first with employees on the replacement team and subsequently with employees on the float team or employees on the recall list.

A position temporarily without an incumbent is not posted.

Should the Employer decide not to fill a position that is temporarily without an incumbent or to fill it only partially or intermittently, it shall, at the Union's request, give the reasons for its decision in writing.

4.03 Status

Employees assigned to positions temporarily without an incumbent shall be full-time or part-time employees, as defined in clauses 1.02 and 1.03 of the national provisions and may not be considered casual or temporary employees.

ARTICLE 5 CONCEPT OF DISPLACEMENT AND TERMS, EXCLUDING REMUNERATION

5.01 Concept of displacement

Means any temporary change in an employee's position at the Employer's request.

5.02 Terms and conditions

An employee is only obliged to agree to a displacement in the following specific cases, providing that the positions are compatible and similar in nature. In such cases, the provisions of clause 8.02 of the national provisions shall apply, where applicable.

1. In cases of force majeure. Such a displacement is done taking into account seniority.
2. In exceptional or fortuitous situations, depending on the seriousness and urgency. Such a displacement is done taking into account seniority.
3. In the event of an unforeseen absence that causes an urgent and imperative need for personnel in a given department or service

In that event, the Employer cannot displace an employee if other methods can be used appropriately.

Such a displacement may not last for more than one (1) work shift or be applied repeatedly, unless only one employee meets the requirements of the position to be filled.

4. In the case of an employee who, upon notification, is laid off;
5. In the event of temporary total or partial shutdown of a department or service for the annual vacation period or for repairs, construction or decontamination work, requiring the evacuation of beneficiaries; the shutdown may not exceed four (4) months, unless otherwise agreed by the parties.

For such temporary displacements, the Employer shall post a list of available assignments for a period of seven (7) days (except in an emergency and in cases of decontamination) and employees shall indicate their preferences in order of seniority. If some employees do not indicate a preference, the Employer shall proceed with displacement of employees starting with the employee with the least seniority, or otherwise if the parties so agree. These displacements are done taking into account the normal requirements of the job.

6. In any other situation on which the parties agree, for the purpose of meeting specific needs.

5.03

Displacement to another facility outside the home base

Unless the employee consents otherwise, displacements under this Article shall take place where possible within the facility where the employee's home base is located.

Where this is not possible, the displacement may take place only within the same sector, as defined in clause 2.01 of the local provisions, or within a maximum distance of forty-one (41) kilometres from the home base to the other facility. Furthermore, it is done within the same job class, providing that she/he meets the normal requirements of the job. In that case, the employee is entitled to the travel allowances provided in Article 26 of the local provisions and Article 27 of the national provisions. For the purposes of applying this paragraph, Northern sector 1 and Northern sector 2 are considered to form a single sector.

**ARTICLE 6 RULES APPLICABLE TO EMPLOYEES ON TEMPORARY ASSIGNMENT,
EXCEPT THOSE RELATING TO EMPLOYEES WITH JOB SECURITY,
EMPLOYEES ON DISABILITY LEAVE AND EMPLOYEES COVERED BY
THE PARENTAL RIGHTS PLAN**

6.01 Recall list

The recall list is used to fill positions temporarily without an incumbent, to handle temporary extra workloads, to perform work of a limited duration (less than six (6) months unless the parties agree otherwise) or for any other reason agreed upon by the parties.

6.02 Composition

The recall list includes employees who are laid off, other than those covered by clause 15.03 of the national provisions relating to employees with job security, and part-time employees who have indicated their availability in writing.

An employee may resign from her/his position to go on the recall list. Such an employee may not, however, take advantage of the provisions regarding voluntary transfers set out in Article 7 of the local provisions for six (6) months after registering on the recall list.

The Employer shall strive to hire a sufficient number of people to provide replacements for positions temporarily without an incumbent when the needs of the department or service warrant.

6.03 Availability on hiring

On being hired, new employees shall indicate availability suited to the Employer's needs for a period of nine (9) months.

6.04 Terms and conditions of availability

To be registered on the recall list, an employee must indicate her/his availability in writing to the Employer, specifying the day(s) of the week, shift(s) and department(s) or service(s) for which she/he will be available to work, using the form established by the Employer.

For the purposes of indicating availability, the Employer may group more than one department or service together, when they are located in the same facility and have similar users or care and services dispensed.

Employees may offer different availability for assignments of fourteen (14) or more days and assignments for an indefinite duration from their availability for assignments of less than fourteen (14) days.

Employees may indicate to the Employer in writing that they are not available for a sixth (6th) consecutive day of work or for assignment to a position with a daily

work schedule of a maximum of twelve (12) hours, as defined in clause 1.04 of the local provisions.

An employee registered on the recall list of another bargaining unit in the institution or the recall list of another institution is not obliged to honour her/his indicated availability after accepting a long-term assignment that is incompatible with this stated availability. It is up to the employee to demonstrate that she/he is not obliged to honour her/his availability under this clause.

The Employer shall make the availability of employees on the recall list, as well as the call record, available to the Union.

6.05 Minimum availability

To be registered on the recall list, the employee must indicate availability, which shall include in particular one (1) weekend every two (2) weeks, a minimum of four (4) days per period of fourteen (14) days, a Monday or a Friday and two (2) shifts for employees without a position.

For an incumbent of a part-time position registered on the recall list, the minimum availability is reduced to the number of days set out for her/his position. That individual may indicate availability for a single shift.

6.06 Modification of availability

Subject to the provisions of clauses 6.04 and 6.05, the stated availability of employees registered on the recall list may be modified based on the schedule and terms and conditions set by the Employer. This schedule is made available to employees and the Union no later than April 1 each year.

The annual schedule must include a minimum of nine (9) deadlines and corresponding effective dates by which the employee may modify her/his availability. It shall contain a modification date per schedule period, with the exception of the period between approximately June 15 and September 15, corresponding to the start and end of a schedule period.

Employees may increase their availability at any time and this availability shall take effect within no more than forty-eight (48) hours. Any modification of availability may not affect assignment days already on the work schedule.

Any employee who has received orientation for a department or service must offer availability to that department or service for a minimum of six (6) months, unless otherwise agreed by the parties.

6.07 Program of study

In the case of an employee on the recall list who is registered for a program of study, the employee may be exempted from the minimum availability if she/he can show that she/he must be available for the program of study.

Student employees may also modify their availability at the start of each study term, subject to providing seven (7) days' advance notice in writing.

6.08 Failure to honour availability

An employee who regularly fails to honour her/his availability shall receive written notification specifying the number of times she/he has failed to honour the stated availability. At the employee's request, she/he shall receive the dates of each time she/he failed to honour the stated availability.

If the employee subsequently regularly fails to honour her/his availability, her/his name may be removed from the recall list for a period not exceeding twelve (12) weeks.

The second time the employee's name is removed within a twelve (12)-month period, it becomes permanent.

6.09 General terms and conditions of assignment

When the Employer calls up employees on the recall list, it shall proceed in order of seniority, taking into account the stated availability, provided the employees meets the normal requirements of the job and have received orientation.

The recall list is applied by job title. An employee can be registered for more than one job title.

6.10 Terms and conditions of assignments for less than fourteen (14) days

When the duration of an assignment is less than fourteen (14) days, an incumbent of a part-time position registered on the recall list shall obtain that assignment in her/his department or service by seniority, in priority over other employees registered on the recall list.

If the stated availability of the employee with the most seniority does not fully correspond to the assignment to be done, the unfilled remainder of the assignment is awarded to the other incumbents of part-time positions in the department or service.

If the assignment cannot be completely filled by the incumbents of part-time positions in the department or service, the unfilled remainder of the assignment is awarded to the employees on the recall list.

An employee may be assigned in advance, taking into account the stated availability, and is responsible for checking and honouring her/his work schedule. The Employer shall inform the employee of any addition to or modification of the assignment occurring after the schedule is posted, up to eight (8) days in advance.

For assignments awarded seven (7) or fewer days in advance, the Employer shall recall the employee by telephone or internal mail, when the person is at work, and the employee is required to report for work immediately insofar as the

circumstances of the recall meet the previously stated availability. If the employee refuses or cannot be reached, the next person is called and so forth.

If an employee on the recall list is assigned in advance to an incomplete shift, the Employer shall award her/him a new assignment for a complete shift up to the day before the assignment.

6.11 Particular terms and conditions for assignments of fourteen (14) or more days or for an indefinite duration

An assignment for fourteen (14) or more days or for an indefinite length of time cannot be split up.

Where there is more than one assignment for fourteen (14) or more days or for an indefinite length of time to be awarded, they are offered to the employee to give her/him the choice.

An employee who holds a part-time position, has completed her/his trial period and is registered on the recall list may leave her/his position temporarily to obtain the assignment in her/his department or service by order of seniority. However, the assignment must be for more hours per period of fourteen (14) days or in a job title with a salary scale whose maximum is higher than the position she/he holds. The employee thus assigned returns to her/his position at the end of the assignment. Such an assignment may not result in more than two (2) transfers in the department or service concerned.

It is understood that this type of assignment is possible for other employees registered on the recall list as long as it is compatible with the position held.

If no employee is available for an assignment of fourteen (14) or more days or for an indefinite duration, the assignment is awarded according to the terms and conditions set out in clause 6.10. As soon as the employee becomes available and there are fourteen (14) or more days left in the assignment currently under way, it is considered indivisible and is awarded according to the terms and conditions of this clause, starting the following schedule period.

When an assignment of thirty (30) or more days begins while the employee on the recall list is absent for a reason provided for in the collective agreement, the employee is considered to be available for such an assignment if she/he can start the assignment on the calendar day after the assignment begins.

When an assignment of six (6) or more months begins while the employee on the recall list is absent for a reason provided for in the collective agreement, the employee is considered to be available for such an assignment if she/he can start the assignment on the 15th calendar day after the assignment begins.

If an assignment of more than four (4) months begins while an employee on the recall list who is not an incumbent of a position is already placed on an assignment, the employee is considered to be available for such an assignment if there are fewer than thirty (30) days left in her/his current assignment.

If an employee on the recall list is assigned in advance, the employee can assert her/his seniority for a new assignment with a number of hours greater than the assignment already confirmed, if there are more than seven (7) days before the date the assignment starts.

6.12 Notification when an assignment is awarded

The Employer provides written notification, upon request by the employee on the recall list who is on an assignment of fourteen (14) or more days for any of the reasons set out in clause 6.01, of the following information:

- a) identification of the position (job title, department or service, status, shift and home base);
- b) incumbent's name (where applicable);
- c) probable duration of the assignment;
- d) date on which the assignment is to start.

Furthermore, in all cases, the Employer shall make the same details available to the Union.

6.13 Annual vacation replacements

For annual vacation replacements starting during the normal annual vacation period, the Employer may assign employees to fill more than one position temporarily without an incumbent or to handle extra workloads in the same department or service in accordance with the terms and conditions of this Article.

In such cases, the consecutive temporary assignments are treated as a single temporary assignment for the purposes of applying this Article. An employee may leave a temporary assignment in order to take such an assignment if the temporary assignment is for seven (7) or fewer days per period of fourteen (14) days or for incomplete shifts.

Such temporary assignments are reported to the Union within forty-five (45) days of the annual vacation schedule being posted.

Temporary assignments of fourteen (14) or more days or for an indefinite duration, as well as assignments of fewer than fourteen (14) days that subsequently arise during that period, are awarded according to the terms and conditions of clause 6.10 or 6.11, as the case may be.

At the end of the period of consecutive temporary assignments, the assignments of fourteen (14) or more days or for an indefinite duration awarded during that period, for which there are fourteen (14) or more days remaining, are interrupted on a date determined by the Employer and then offered according to the terms and conditions of clause 6.11.

6.14 Right to leave an assignment

An employee may leave her/his assignment when the number of hours or days of work of the assignment is changed. In that case, the employee returns to her/his part-time position or to the recall list. If the assignment is reduced, the employee may exercise her/his bumping rights, where applicable.

An employee who has had an assignment for a minimum of six (6) months may, by giving fourteen (14) days' advance notice, leave that assignment and return to the recall list.

6.15 End of assignment and bumping

An employee who has an assignment or successive and consecutive assignments for any of the reasons set out in clause 6.01 for a duration of more than six (6) months, shall receive two weeks' notice in writing of the end of the assignment, except in the case of the unforeseen return to work of the employee she/he is replacing. The employee may bump another employee on the recall list, providing that:

- 1) no other assignment of fourteen (14) or more days or for an indefinite duration that is compatible with her/his availability for a number of days equal to or greater than the assignment completed can be awarded to her/him;
- 2) she/he has more seniority than the employee on the recall list being bumped, as applicable;
- 3) she/he meets the normal requirements of the job;
- 4) the stated availability corresponds to the assignment to be done.

6.16 Orientation

The Employer shall strive to orient a sufficient number of employees to meet the need for assignments where it requires employees to be oriented.

When an orientation program is offered to employees registered on the recall list, the Employer shall proceed by seniority among the employees who meet the normal requirements of the job and have expressed interest in receiving orientation, insofar as they are available to take the orientation program and meet the Employer's needs.

However, for a temporary assignment of six (6) or more months, the Employee shall provide orientation to the employee who is awarded the assignment, where the orientation is for five (5) or fewer days.

The Employer is not required to provide orientation to employees on the recall list more than three (3) times in each three (3)-year period. This does not include orientation provided on hiring.

**ARTICLE 7 RULES ON VOLUNTARY TRANSFERS IN FACILITIES MAINTAINED BY
THE INSTITUTION, EXCLUDING THOSE PERTAINING TO EMPLOYEES
WITH JOB SECURITY AND EMPLOYEES ON DISABILITY LEAVE AND
THOSE PERTAINING TO REMUNERATION**

7.01 Vacancies

Any vacant or newly created position covered by the certification shall be posted within ninety (90) days of becoming vacant. However, in the case of a vacancy stemming from the transfer of an employee to a new position, the ninety (90)-day deadline is extended until the employee has completed her/his trial period in the new position.

If the vacant position is affected by reorganization efforts set out in clauses 14.01 to 14.07 of the national provisions, the position must be posted within no more than twelve (12) months of the date when the Employer notified the Union in accordance with clause 14.09 of the national provisions. Nevertheless, any position that remains vacant as of the ninth (9th) month after this notice is sent shall be governed by the rule set out in the first (1st) paragraph of this clause.

7.02 Abolition of positions

If the Employer decides to abolish a vacant position, it shall notify the Union in advance.

7.03 Change of status

A full-time employee who wishes to become part-time may do so by applying in accordance with the rules set out in this Article.

Employees who obtain a part-time position are not required to resign.

7.04 Posting of positions

The Employer shall make postings available to employees and the Union for a period of fifteen (15) days. By agreement, the parties may change this time period.

The Employer shall prepare an annual posting schedule indicating the posting dates and shall make it available to the Union and to employees at least thirty (30) days in advance. It is understood that no posting of positions shall be scheduled between July 1 and September 1 each year and that the schedule shall have at least four (4) posting periods. When the Employer decides to post positions outside the dates in the schedule, the parties must agree to this.

For each posting period scheduled, the Employer shall make the list of vacant or newly created positions available to the Union, in accordance with clause 5.13 of the national provisions.

7.05 Information in postings

The only information that must appear on postings is:

1. job title(s) and job descriptions found in the *List of job titles, job descriptions and salary rates and scales* in the health and social services sector;
2. type(s) of positions;
3. salary scale (min-max);
4. department(s) or service(s);
5. shift (day, evening, night or rotating);
6. posting period;
7. status of the position (full-time or part-time);
8. for a part-time position, the minimum number of hours of work per four (4)-week period;
9. home base, which may be modified in accordance with the terms set out in clause 26.02 of the local provisions;

The posting may also include the following, purely for information:

1. in the case of an integrated position, the department or service, for the purposes of applying the local provisions;
2. in the case of a self-sufficiency position, the mention of a possibility of displacement to another department or service;
3. the minimum qualifications set out in the *List of job titles, job descriptions and salary rates and scales*;
4. specific qualifications, where applicable;
5. required use of a personal vehicle;
6. position number;
7. any other details to help inform the employee.

7.06 Applicants

Any employee is entitled to apply during the posting period.

However, the employee may not, more than two (2) times per twelve (12)-month period, withdraw her/his application once the posting period is over or refuse a position to which she/he has been appointed before or after the date she/he starts work. If the employee refuses a position a third time during the twelve (12)-month period, she/he may not apply for a position for six (6) months.

When the Employer terminates the employee's initiation and trial period or the employee refuses a position to which she/he has been appointed on grounds that the annual vacation cannot be kept at the planned date, this is not considered refusal of a position.

The Employer shall make the list of applicants available to the Union and to employees.

7.07 Absent employees

An employee who is absent may, subject to her/his right to apply for a position, submit her/his own application. The employee may also delegate a duly assigned individual to apply on her/his behalf by proxy.

An employee who is absent for the reasons set out in articles 22 and 23 of the national provisions may sign up on the job register. In such cases, the employee shall indicate the following information on the form provided for that purpose:

- status(es) of the position (full-time or part-time);
- for a part-time position, the minimum number of hours of work per four (4)-week period;
- job title(s);
- department(s) or service(s);
- shift(s);
- home base(s).

Only an employee absent for the entire position posting period can assert this right. Registration on the job register is deemed to be an application for the position posted.

7.08 Awarding of positions

The position is awarded to and filled by the employee with the most seniority of all the applicants, providing that employee meets the normal requirements of the job.

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

Employees who hold a temporary assignment to a position for at least nine (9) months are exempted from the selection test to obtain that position.

7.09 Appointment

The Employer shall strive to post all appointments for fifteen (15) days within fifteen (15) days of the end of the posting period. The Employer notifies the employee in writing of her/his appointment.

The Employer shall also make the notice of appointment available to the Union.

7.10 Start of work

The employee takes up her/his duties within no more than sixty (60) days of being appointed. The period from July 1 to September 1 is not included in this time period. When the employee cannot take up her/his duties within that time, the Employer shall inform the Union and the parties shall discuss to identify a solution.

The previous paragraph does not apply to employees on leave under Article 22 of the national provisions. In that case, the employee takes up her/his duties upon returning to work.

Employees on disability leave are required to take up their duties within a reasonable length of time not to exceed nine (9) months.

7.11 Initiation and trial period

The employee to whom the position is awarded shall be entitled to an initiation and trial period of no more than twenty (20) days of work. For positions requiring college training, the initiation and trial period shall be thirty (30) days of work. For positions requiring a university education, the initiation and trial period shall be no more than sixty (60) days of work.

If the employee is kept in the new position at the end of the initiation and trial period, she/he shall then be deemed to meet the normal requirements of the job.

For the purposes of calculating the trial period, work days completed via the recall list and over and above the position obtained in the same department or service, the same job title, the same shift and at her/his home base, are counted towards the trial period, providing that the days are completed in one or more positions temporarily without an incumbent with the same requirements as the position obtained.

However, upon agreement with the Employer, the employee may voluntarily refuse or reduce the trial period in order to take up the new position immediately.

Employees who are assigned to a position with the same job title in the same department or service and the same shift at the same facility and with the same normal requirements of the job as their previous position shall not have an initiation and trial period, with the exception of positions requiring a university education.

During this period, an employee who decides to return to her/his former position or who is required to do so at the Employer's request shall do so without prejudice to her/his acquired rights. The return is effective on the date set by the Employer or the next unplanned schedule period at the latest.

7.12 Position outside the bargaining unit

If a position outside the bargaining unit is awarded to an employee, she/he is entitled to a trial period of no more than sixty (60) days of work. During this period, the employee may return to her/his former position within the bargaining unit without prejudice to her/his acquired rights.

7.13 Position register

The Employer shall submit the position register to the Union four (4) times a year. This register shall include the following information in particular:

- incumbent's first and last names;
- position number;
- job title;
- department or service (name and number);
- home base;
- status and number of hours;
- work shift.

ARTICLE 8 BUMPING PROCEDURE (TERMS FOR APPLYING THE GENERAL PRINCIPLES NEGOTIATED AND APPROVED AT THE PROVINCIAL LEVEL), EXCLUDING REMUNERATION

8.01 General principles

In the case of bumping and/or layoff and in the case of special measures, the general principles provided for in the national provisions apply and their terms and conditions of application are as follows:

8.02 Abolition of position

When the Employer abolishes the position of a full-time or part-time position pursuant to clauses 14.01 to 14.08 of the national provisions, the employee with the least seniority in the department or service, facility, job title, status and shift is affected.

8.03 Bumping procedure

Offering of vacant positions

An employee whose position is abolished or who is bumped is offered the vacant position(s) in the same job title, status and shift with an equal amount of work, providing that she/he meets the normal requirements of the job. The employee may select a position from the list of positions offered. The position awarded is not posted.

If no position is available under the previous paragraph or if the employee does not wish to take the position, she/he shall use the following steps in the bumping procedure. Each employee then asserts her/his seniority rights in the manner provided in the procedure described below, providing there is an employee with less seniority than hers/his.

Step 1

Among the incumbents of positions for which she/he meets the normal requirements of the job, the employee shall bump the following:

- Option 1: In the same department or service and the same facility, the employee with the least seniority with the same job title and status on each of the other work shifts;
- Option 2: The employee with the least seniority in each of the other departments or services in the same facility (maximum of five (5) employees with the least seniority), with the same job title and status and the same shift;
- Option 3: The employee with the least seniority in the same department or service of another facility, with the same job title and status and the same shift;

Step 2

An employee who does not or is unable to take advantage of the steps above shall bump the employee with the least seniority in each of the other departments or services (maximum of three (3) employees with the least seniority) among the incumbents of positions with the same job title, status and shift, providing she/he meets the normal requirements of the job.

Step 3

An employee who is unable to take advantage of the steps above bumps the employee with the least seniority in another job title with the same status on each of the shifts among the position incumbents, providing she/he meets the normal requirements of the job.

8.04 Part-time employees

When a part-time employee bumps another part-time employee, in addition to the rules set out in each step, she/he shall bump an employee who holds a position with a number of hours of work equal to or greater than the number of hours in the position she/he used to have. She/he may also bump a part-time employee who holds a position with fewer hours of work than the position she/he used to have. In that case, her/his salary is set proportionally to her/his hours of work.

A part-time employee may bump a full-time employee in accordance with the procedure provided in clause 8.03 if she/he has been unable to bump another part-time employee after having applied the entire procedure provided in 8.03. In such a case, the part-time employee must agree to become a full-time employee.

8.05 Full-time employees

Similarly, a full-time employee may bump a part-time employee according to the procedure provided in clause 8.03 if she/he has been unable to bump another full-time employee after applying the entire procedure provided in clause 8.03. In that case, the full-time employee becomes a part-time employee and is covered by the rules for part-time employees.

A full-time employee may bump more than one part-time employee in the same job title after applying the entire procedure set out in clause 8.03, providing that the employees she/he bumps have the least seniority and the hours of work are compatible, do not give rise to the application of the clause on shift changes and constitute, once juxtaposed, normal and regular days and weeks of work in accordance with the terms of Article 9 of the local provisions (arrangement of hours of work and work week).

8.06 Notice and choice

An employee affected by the application of clause 8.03 receives written notice and has three (3) days to make her/his choice. A copy of the notice shall be sent the Union.

The notice includes the following information:

- incumbent's first and last names;
- job title;
- department or service and home base;
- work shift.

An employee who is absent for a reason set out in the collective agreement and who is subject to the bumping procedure shall make her/his bumping choice upon returning to work, except for an employee on leave for union duties or completing a replacement in a position outside the bargaining unit.

8.07 Simultaneous or successive bumping

Bumping caused by the preceding clauses shall take place simultaneously or successively.

In the case of simultaneous bumping, the Employer shall inform the Union.

8.08 Professionals

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

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

For the purposes of applying this clause, employees covered by Appendix G of the national provisions are deemed to be professional employees with a university degree.

8.09 Failure to use this procedure

If an employee fails to use the aforementioned procedure when it is possible to do so, she/he is considered to be registered on the recall list and is governed by the provisions, conditions and rights set out in Article 6 of the local provisions (rules applicable to employees on temporary assignment). In that case, the employee is not covered by Article 15 of the national provisions relating to job security.

8.10 Accommodation

Unless otherwise agreed by the parties, employees who hold positions reserved or awarded pursuant to the obligation for accommodation owing to permanent functional limitations cannot be bumped.

ARTICLE 9 ARRANGEMENT OF HOURS OF WORK AND WORK WEEK, EXCLUDING REMUNERATION

9.01 Regular week

The number of weekly hours of work for each job title in the *List of job titles, job descriptions, salary rates and scales* in the health and social services sector shall be divided equally into a maximum of five (5) days of work.

For calculation purposes, the work week shall be distributed over the calendar week, from Sunday to Saturday.

9.02 Meal periods

The time allocated for meals shall not be less than thirty (30) minutes or more than sixty (60) minutes.

Employees are not required to spend their meal period at the institution.

If the employee is required by the Employer to remain at her/his work station, however, the meal period shall be remunerated.

9.03 Rest periods

Employees cannot take their rest periods at the beginning or end of the work day or as an extension of the meal period.

They may, however, combine their rest periods with their meal period or take two (2) rest periods together, with the consent of their immediate supervisor, according to the needs of the department or service.

9.04 Weekly days off

Every employee has two (2) full days of rest a week, consecutive if possible. The words "day of rest" mean a full period of twenty-four (24) hours.

Weekends off shall be distributed fairly and on an alternating basis to employees with the same job title in the same department or service and the same home base, as applicable.

The Employer shall give employees as many weekends off as possible, taking into account the requirements of the department or service. The Employer shall, however, provide every employee with one (1) weekend every two (2) weeks, unless it is not possible to do so due to the inability to recruit sufficient staff after using the usual recruitment methods. In that case, employees shall be entitled to one (1) weekend off every three (3) weeks. In that situation, the parties shall meet to discuss the steps to take.

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

Sunday is considered to be met when a shift finishes at 1:00 a.m. Saturday or starts at 11:00 p.m. Sunday.

9.05 Exchange of schedules

Two (2) employees in the same job title and same department or service are free to exchange days off or established work schedules with the consent of their immediate supervisor, who cannot refuse without a valid reason. Article 19 of the national provisions relating to overtime does not apply in such cases.

9.06 Work schedule

Work schedules are set based on the needs of the department or service, taking into account employees' stated preferences if possible.

The schedules are made available to the Union, employees in the department or service and employees who have received orientation and are available in the department or service at least seven (7) days in advance and cover a period of at least four (4) weeks.

Employees are not required to work more than two (2) different shifts per week, unless they consent to do so. Furthermore, if an employee requests, the Employer shall strive not to plan more than five (5) consecutive days in the employee's work schedule.

If possible, work schedules shall also include the names of employees completing a replacement of fourteen (14) or more days in a position temporarily without an incumbent.

9.07 Modification of schedule

The Employer may not change the work schedule on less than seven (7) days' notice without the consent of the employee(s) concerned.

9.08 Rotating shifts

Insofar as there are not enough employees on steady evening or night shifts, employees shall rotate shifts by department or service and facility.

In departments or services in which employees are on rotating shifts, the Employer shall give steady evening or night shifts to employees who so request. In such a case, the employee shall not be subject to rotating shifts unless it is an absolute necessity. The employee may return to rotating day, evening and night shifts at her/his request.

In each case, the employee must give the Employer four (4) weeks' advance notice and Employer shall post it in the department or service.

During this period, employees in the department or service may apply for steady evening or night shifts, and at the end of the posting period the shift shall be awarded to the employee with the most seniority among those requesting it.

An employee may not request steady evening or night shifts more than once every three (3) months. This restriction cannot, however, be used against an employee if she/he applies for a position in accordance with the terms of Article 7 (rules on voluntary transfers), or if she/he takes advantage of Article 8 (bumping procedure) of the local provisions.

9.09 Assignment to the day shift

The parties agree, however, that it may be useful for an employee on a stable evening or night shift for at least one (1) year to be assigned to a day shift for a duration not exceeding two (2) consecutive work weeks per year, providing the employee is notified at least four (4) weeks in advance by the Employer.

The assignment to a day shift is possible when it is for the purpose of acquiring training, skills or practical experience required to perform her/his duties on the evening or night shift and providing that the day shift is the one most suitable for organization of such assignments.

If implemented, the assignment to the day shift is arranged outside the normal annual vacation period and the period from December 15 to January 15.

9.10 Split shifts

The Employer shall strive to reduce as much as possible the use of a system of split shifts. The length of shifts for a position involving split shifts may not exceed ten (10) hours.

9.11 Compressed or flexible schedule

The parties may reach an agreement on a flexible or compressed schedule or any other form of work arrangement.

ARTICLE 10 OVERTIME, CALLBACKS TO WORK AND ON-CALL DUTY: TERMS EXCLUDING RATES AND REMUNERATION

10.01 Distribution

If overtime work is required, the Employer must offer it to available employees on a rotating basis in order to distribute it fairly among employees who normally perform the work, incumbents of full-time or part-time positions and employees with an assignment of fourteen (14) or more days in the department or service.

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

For purposes of distributing overtime, each time that an employee refuses to work overtime, she/he shall be deemed to have worked the overtime offered. Refusing to do overtime at a facility other than the employee's home base does not affect the rotating distribution.

10.02 Registration of availability

An employee who wishes to work overtime must register by filling out the form provided for this.

The Employer shall make the availability of employees registered for overtime available to the Union.

10.03 On-call duty

When the needs of a department or service require personnel on on-call duty, employees must take turns covering it, unless:

- a) a sufficient number of employees volunteer for it. For the purposes of applying this paragraph, float-team employees who are used frequently for replacement work in the department or service may volunteer;
- b) an insufficient number of employees volunteer to cover all of the needs, in which case other employees are only called to cover the remaining needs.

Employees are not considered to be available during their annual vacation, unless they volunteer.

10.04 On-call duty at home or at the institution

An employee on on-call duty may stay at home. If, however, it is impossible for the employee to reach the institution within approximately half (½) an hour, she/he must, at the Employer's request, stay at the institution. The Employer shall then make a suitably furnished rest area available to the employee.

10.05 Means of communication

The Employer agrees to provide an employee on on-call duty with a pager or other similar provided-for communication device, on the following conditions:

1. that a pager system is already installed at the Employer's institution or one can be rented at a rate normally paid for this type of installation;
2. that a pager system can work in the region where the institution is located;
3. that the employee personally makes sure that the pager is working properly wherever she/he is.

10.06 Conversion of overtime into paid time off

Employees may convert overtime into paid time off with the Employer's agreement. When the Employer agrees to the conversion, a maximum of three (3) days can be banked.

ARTICLE 11 STATUTORY HOLIDAYS, FLOATING DAYS OFF AND ANNUAL VACATION, EXCLUDING QUANTA AND REMUNERATION

Section 1: Statutory holidays

11.01 List

The list of statutory holidays for the reference period of July 1 to June 30 of each year is as follows:

- F1 Canada Day
- F2 Labour Day
- F3 Thanksgiving
- F4 Fall holiday (2nd Monday of November)
- F5 Christmas
- F6 Boxing Day
- F7 New Year's Day
- F8 the day after New Year's (January 2);
- F9 Winter holiday (2nd Monday of February)
- F10 Good Friday
- F11 Easter Monday
- F12 National Patriots' Day
- F13 Québec National Holiday

Subject to holidays introduced or to be introduced by law or government decree, the days of such holidays shall be determined by the Employer. The Employer shall send the list and dates of holidays to the Union by no later than May 1 each year.

For some departments or services, the fall or winter holiday may be moved to Christmas Eve or New Year's Eve. The Employer shall provide a list of these departments and services to the Union and shall inform it of any change to the list by no later than May 1 each year, where applicable.

11.02 Distribution

The Employer shall distribute statutory holidays fairly among the employees who normally work in the same department or service and the same facility, as applicable.

Every employee shall be guaranteed two (2) days off for Christmas or New Year's Day. Furthermore, on those occasions, the Employer shall strive to provide additional days off insofar as organizational requirements allow.

At the employee's request, the Employer shall strive to combine statutory holidays with a weekend off.

11.03 Banked statutory holidays

Where an employee is required to work on a statutory holiday, she/he may accumulate a maximum of five (5) statutory holidays off per reference year and must agree with the Employer when to use them. The banked holidays must be taken no later than June 15 of the current reference year.

Employees may consult the list of their banked statutory holidays.

Section 2: Floating days off

11.04 Floating days off

Floating days off provided for in the national provisions shall be taken on a date agreed by the employee and the Employer and may be taken together or divided.

Section 3: Annual vacation

11.05 Annual vacation period

The period between the last Sunday of May and the last Saturday of September of each year is considered to be the normal annual vacation period.

The Employer cannot require an employee to take her/his vacation outside the normal annual vacation period. Employees may, however, take their annual vacation outside the normal vacation period, upon agreement with the Employer, which cannot refuse without a valid reason.

11.06 Inability to take annual vacation

An employee who is unable to take her/his annual vacation at the scheduled time because of illness, accident, work-related injury or protective leave for pregnant or nursing workers occurring before the start of her/his annual vacation period may postpone the annual vacation to a later date.

The employee must, however, notify the Employer in writing before the date set for the annual vacation period or within the first three (3) days of the start of the annual vacation period at the latest, unless it is impossible to do so due to the employee's incapacity, in which case the annual vacation is automatically postponed. In the latter case, the employee must as soon as possible provide proof that a physical incapacity made it impossible for her or him to notify the Employer.

In all cases where the annual vacation is postponed, the Employer shall decide the new vacation dates once the employee returns to work, taking the employee's stated preference into account where possible.

The postponed annual vacation must, however, be taken during the current annual vacation period; if this is impossible, the vacation may be taken the following year (May 1-April 30).

Should it again be impossible for the employee to take the annual vacation before the end of this second period, she/he shall then be considered to be on annual vacation at the end of the latter period without the annual vacation being considered as an interruption of the current period of disability leave.

11.07 Posting and indication of preference

The Employer has until March 8 to post a list of employees with their seniority and the amount (quantum) of annual vacation leave to which they are entitled, along with a sign-up sheet.

Employees shall have until March 22 to enter their preferences on the sheet. When the dates fall on a Saturday or Sunday or a statutory holiday set by the Employer, the deadline for indicating preference is postponed to the next working day.

Employees with an assignment of fourteen (14) or more days that covers the annual vacation period shall indicate their preference in connection with that assignment in the department or service to which they are assigned.

Employees without a position who are not covered by the previous paragraph shall indicate their preference by seniority with the other employees with the same job title without a position. In the event the employee is available for more than one job title, she/he shall indicate a preference based on the job title for which she/he was hired.

Employees who wish to take their annual vacation outside the normal annual vacation period must notify the Employer by March 22 at the latest and agree with the Employer when the vacation will be taken outside the normal annual vacation period. The Employer cannot refuse this request without a valid reason.

When the Employer agrees to postpone annual vacation outside the normal period, the employee shall indicate her/his preference by September 15 at the latest. When these dates fall on a Saturday or Sunday or a statutory holiday set by the Employer, the deadline for indicating preference shall be postponed to the next working day.

Upon agreement with the Employer, the annual vacation outside the normal vacation period may be modified.

In all cases, the Employer decides the dates of annual vacation, taking into account employees' stated preferences and their seniority, applied by job title and department or service.

11.08 Taking annual vacation

Annual vacation is taken continuously, unless otherwise agreed by the Employer and the employee. Employees are guaranteed the quantum of their annual vacation during the normal annual vacation period.

An employee may, however, choose to split a week of annual vacation into separate days, in which case the days are not placed on the annual vacation schedule and are taken on a date agreed with the Employer. The employee must notify the Employer of this no later than September 15.

In addition, employees who are entitled to twenty-one (21) or more days of annual vacation may take the additional days separately, according to the terms and conditions of the previous paragraph.

Part-time employees who split one (1) week of annual vacation may use the days to complete a work week if they are not required to work to the maximum of their availability.

11.09 Exchange

Two (2) employees with the same job title, the same annual vacation schedule and the same number of annual vacation days shall be free to exchange their annual vacation with the consent of their immediate supervisor, who cannot refuse without a valid reason.

11.10 Spouses

Spouses working at the institution may take their annual vacation at the same time; however, their annual vacation period shall be that of the spouse with less seniority, providing that this does not affect the choice of other employees with more seniority.

11.11 Annual vacation schedule

The annual vacation schedule is made available to employees in the department or service and to the Union by no later than April 8 and October 1.

The schedule cannot be modified except in the following cases: postponement of annual vacation (11.06), exchange of annual vacation (11.09) or when an employee obtains a position as a result of a voluntary transfer after taking her/his annual vacation.

In the latter case, if possible, the transferred employee shall keep her/his annual vacation as scheduled, in accordance with the first paragraph of this clause. If this is not possible, the employee shall take her/his annual vacation at the time planned for the annual vacation of the employee she/he is replacing or at any other time agreed with the Employer. A transferred employee shall come to an agreement with the Employer as to the date of her/his annual vacation when replacing an employee who has already taken her/his annual vacation or when assigned to a newly created position.

In the event of bumping, the employee who has been bumped shall take her/his annual vacation as provided in the posted schedule, unless otherwise agreed with the Employer.

Upon agreement with the immediate supervisor, annual vacation scheduled outside the normal annual vacation period can be modified.

**ARTICLE 12 GRANTING OF LEAVE WITHOUT PAY AND APPLICABLE CONDITIONS,
EXCLUDING LEAVE WITHOUT PAY UNDER THE PARENTAL RIGHTS
PLAN AND LEAVE WITHOUT PAY TO WORK IN A NORTHERN
INSTITUTION**

12.01 Leave without pay (four (4) weeks or less)

After one (1) year of service, employees may take up to four (4) weeks of leave without pay, within the same year, outside the annual vacation period and upon agreement with the Employer, providing that they apply for the leave four (4) weeks in advance.

This leave without pay may be divided into two (2) or four (4) periods of at least one (1) week each.

12.02 Leave without pay for more than thirty (30) days but no more than fifty-two (52) weeks

1. Conditions

An employee who has at least five (5) years of service shall, once per period of five (5) years and after agreement with the Employer, which cannot refuse without a valid reason, obtain leave without pay for a total duration of no more than fifty-two (52) weeks.

To obtain this leave, the employee must make a request in writing to the Employer at least sixty (60) days in advance, specifying the duration of the leave. The Employer shall confirm the leave thirty (30) days before the effective date of the leave.

2. Terms and conditions

a) Voluntary transfer

Employees can apply for a position that is posted and obtain it in accordance with the provisions of Article 7 of the local provisions (rules on voluntary transfer), providing that they can begin work within thirty (30) days of being appointed.

b) Sick leave

Sick leave accumulated at the time the leave begins shall be credited to the employee and reimbursed in accordance with clause 23.30 of the national provisions.

c) Annual vacation

The Employer pays the employee the remuneration corresponding to the days of vacation leave accumulated up to the date of her/his departure on leave.

d) Terms and conditions for returning to work

At the end of the leave without pay or when the employee wishes to end the leave without pay, she/he may return to her/his position with the Employer, providing that she/he notifies the Employer in writing at least thirty (30) days in advance, failing which, she/he shall be deemed to have voluntarily quit her/his job, retroactive to the date on which she/he left the institution.

If, however, the position that the employee held when she/he went on leave is no longer available, the employee may take advantage of Article 8 (bumping procedure) of the local provisions, or sign up on the recall list.

12.03 Part-time leave without pay

Upon agreement with the Employer, a full-time employee with one (1) year of service shall be entitled to part-time leave without pay for a minimum of two (2) months and a maximum of fifty-two (52) weeks. The employee shall specify the duration of the leave when making the request. This part-time leave without pay cannot exceed two (2) days a week.

The employee must request the leave in writing at least thirty (30) days in advance of the planned start of the leave.

Once the leave is granted, its duration and terms and conditions cannot be modified without the consent of the Employer and the employee concerned. If, however, the employee ceases to hold her/his position during the scheduled period of part-time leave without pay, the part-time leave without pay ceases on the day before she/he ceases to hold her/his position.

12.04 Part-time leave through an exchange of positions

Upon request made four (4) weeks in advance, part-time leave for a minimum of two (2) months and a maximum of fifty-two (52) weeks shall be granted to a full-time employee with at least one (1) year of service. This leave shall nonetheless be granted to an employee with less than one (1) year of service when a dependant's illness requires the employee's presence. The employee specifies the duration of the leave when making the request

In order to take part-time leave, the employee must be able to exchange her/his full-time position for the position of a part-time employee with the same job title in the same department or service. The exchange is done based on part-time employees' seniority and on condition that the employees involved can meet the normal job requirements of the positions to be exchanged. If such an exchange is not possible, the employee, the Union and the Employer may agree on any other terms.

At the end of this part-time leave, the employees involved in the exchange of positions return to their respective positions. If either employee ceases to hold her/his position during the scheduled period of leave, the part-time leave ends the

day before the employee ceases to hold her/his position, unless the parties agree to other terms and conditions.

12.05 Leave without pay for public office

An employee running for public office shall be entitled to leave without pay for thirty (30) days before election day.

If elected, the employee is entitled to leave without pay for the duration of her/his term of office if the mandate requires full availability. If the mandate does not require full availability, the employee shall be granted part-time leave without pay.

At the end of her/his term, the employee shall notify the Employer at least thirty (30) days in advance of her/his desire to return to work.

12.06 Leave without pay for marriage

An employee who takes advantage of clause 25.06 of the national provisions regarding this form of leave may combine it with one (1) week of leave without pay. The decision to take this week without pay is left to the employee's discretion and must be applied for at the same time at the leave with pay.

12.07 Academic upgrading and leave without pay or part-time leave without pay for studies

Upon request by an employee with at least one (1) year of service, the Employer may, upon agreement, grant leave without pay or part-time leave without pay for a maximum of twelve (12) months for studies in relation to the job titles identified in the *List of job titles, job descriptions and salary rates and scales* in the health and social services sector or for the purposes of academic upgrading.

The term "academic upgrading" shall refer to academic courses aimed at making the employee who takes them eligible for a higher level of schooling officially recognized by Quebec's Ministère de l'Éducation, de l'Enseignement supérieur, du Loisir et du Sport.

To obtain such leave, an employee must make a request in writing to the Employer at least thirty (30) days in advance, specifying the duration of the leave.

Nevertheless, if the nature of the studies undertaken warrants an extension of the leave without pay or part-time leave without pay, the employee shall obtain an extension of the leave without pay for the normal duration of the full-time studies taken to a maximum of thirty-six (36) months.

An employee who wishes to end her/his leave prior to the scheduled end date may do so upon agreement with the Employer. Thirty (30) days before her/his return to work, the employee must notify the Employer in writing of her/his intention to return to work, failing which, the employee is deemed to have voluntarily quit her/his job as of the date she/he went on leave from the institution.

At the end of the leave without pay or part-time leave without pay, the employee may return to her/his position with the Employer.

If, however, the position that the employee held when she/he went on leave is no longer available, the employee may take advantage of Article 8 (bumping procedure) of the local provisions.

An employee who obtains this form of leave must register on the recall list for the summer vacation period, the period from December 15 to January 15 and the reading week, unless there is no interruption in her/his studies.

12.08 Leave without pay to teach for a CEGEP, school board or university

Upon agreement with the Employer, an employee with at least one (1) year of service shall obtain leave without pay for one (1) year to teach for a CEGEP, school board or university, providing however that the nature of the teaching is specifically oriented towards the health and social services sector. To obtain this leave, the employee must make a request in writing to the Employer at least thirty (30) days in advance, specifying the duration of the leave.

Before the end of the leave without pay and upon agreement with the Employer, the leave may be renewed for a second year. The position held by the employee is then posted.

An employee who obtains this leave without pay may register on the recall list for the summer vacation period, the period from December 15 to January 15 and the reading week, if there is an interruption in her/his teaching load.

Terms and conditions

a) Sick leave

Sick leave accumulated at the time the leave begins under clause 23.29 of the national provisions is credited to the employee and reimbursed in accordance with clause 23.30 of the national provisions. If employment is terminated, however, sick leave under clause 23.28 and that accumulated under clause 23.29 of the national provisions is reimbursed at the rate of pay in force at the start of the leave, in accordance with the quantum and terms and conditions provided in the national provisions.

b) Annual vacation

The Employer pays the employee the remuneration corresponding to the days of vacation leave accumulated up to the date of her/his departure on leave.

c) Terms and conditions for returning to work

Upon expiry of the leave or at any time prior to expiry, an employee may return to work with the Employer, providing that she/he notifies the Employer in writing at least thirty (30) days in advance and she/he has not voluntarily left the CEGEP, school board or university for another employer.

If, however, the position that the employee held when she/he went on leave is no longer available, the employee may take advantage of Article 8 of the local provisions (bumping procedure).

On returning from leave without pay for more than one (1) year, the employee may obtain a vacant or newly created position by complying with the local provisions. If no position is available, the employee must use the procedure in Article 8 of the local provisions (bumping procedure), or sign up on the recall list.

ARTICLE 13 DEVELOPMENT OF HUMAN RESOURCES, EXCLUDING AMOUNTS ALLOCATED FOR RETRAINING EMPLOYEES WITH JOB SECURITY

13.01 Development of human resources

For the purposes of this agreement, the term "development of human resources" means the integrated and continual process by which employees maintain and acquire theoretical and practical knowledge, develop creative capacities and skills and improve their aptitudes and attitudes to enable them to perform their duties. Thus, development of human resources is aimed at meeting the needs of the institution, the orientations of the health and social services sector and the needs of employees.

Human resources development is accomplished largely through induction, orientation and training activities, including in-service training and professional development. Development of human resources is covered in a plan as provided for in *The Act Respecting Health Services and Social Services*.

13.02 Human resources development activities

Human resources development activities are aimed at enabling employees notably to:

- refresh their theoretical and practical knowledge;
- acquire additional theoretical and practical knowledge that is useful to the performance of their duties due to changes in knowledge, technologies and work instruments, work or response methods, the workplace or issues related to the performance of duties assigned to them;
- acquire or develop skills in their field of activity.

13.03 Human resources development budget

Human resources development activities are funded by the budget provided in Article 13 of the national provisions. The Employer shall provide the committee with the information necessary to set amounts under this Article.

In addition, by September 1 of each year at the latest, the Employer shall inform the committee of uncommitted funds from the previous fiscal year, where applicable.

The budget is used, as applicable, to reimburse salary, benefits, tuition and travel and living expenses related to human resources development activities for employees, with the exception of amounts for induction and orientation.

Human resources development activities required by the Employer shall be free of charge for employees. The employee is deemed to be at work and receives remuneration equal to what she/he would receive if she/he were at work. The

Employer shall register the employee for the training and assume the costs thereof.

When the human resources development activity in which the employee is participating is not required by the Employer, the Employer may at its discretion refund all or part of the fee for the activity, upon discussion with the joint committee.

13.04 Human resources development activity plan

The Employer shall develop a human resources development activity plan each year, which shall be made available to employees.

The Employer shall select employees for such activities and shall notify them of the terms and conditions of the activities. In addition, it shall keep a record of the activities undertaken by employees.

13.05 Joint human resources development committee

A local joint human resources development committee shall be formed.

The committee's mandate is developed by the Employer and shall include the following in particular:

- Consultation of the committee to prepare the annual development plan;
- Formulation of recommendations regarding priority needs for human resources development activities;
- Submission of the plan;
- Submission of an annual report on activities, including amounts used.

The joint committee shall consist of two (2) members designated by the Union and two (2) members designated by the Employer.

13.06 Eligibility and selection

All employees covered by the bargaining unit are eligible for human resources development activities.

The joint committee shall propose criteria for selecting employees to receive training.

Where possible, the Employer shall arrange the schedule of evening and night employees to enable them to take training activities.

13.07 Selection test

Following training required by the Employer, the employee may ask the Employer to administer the selection test as quickly as possible. In that case, the Employer

shall strive to administer the test for the employee within no more than four (4) weeks.

**ARTICLE 14 ACTIVITIES OUTSIDE THE FACILITIES MAINTAINED BY AN
INSTITUTION COVERED BY THE ACT RESPECTING HEALTH SERVICES
AND SOCIAL SERVICES WITH USERS COVERED BY THIS LAW, OR
OUTSIDE AN INSTITUTION COVERED BY THE ACT RESPECTING
HEALTH SERVICES AND SOCIAL SERVICES FOR CREE NATIVE
PERSONS WITH BENEFICIARIES COVERED BY THIS LAW**

14.01 Remuneration

During activities with users lasting twenty-four (24) or more hours, employees shall be entitled to payment for each twenty-four (24)-hour period of hours worked, calculated as follows: the first sixteen (16) hours at the single rate and the next eight (8) hours at half-rate, i.e. four (4) hours.

14.02 Information on the activity

Employees shall be informed of the specific conditions of the activity, including in particular the nature, location, number of employees involved in the activity and duration of the activity. If necessary, the Employer shall provide information regarding the physical and surrounding conditions of the work to be performed and the users in question.

14.03 Participation in the activity

Taking into account the needs of the department or service, the immediate supervisor shall designate the employees interested in the activity by seniority. Employees are not, however, required to participate in the activity.

14.04 Other terms and conditions

If applicable, the parties shall agree on other applicable terms and conditions for activities outside the facilities with users lasting twenty-four (24) or more hours.

**ARTICLE 15 LOCAL COMMITTEES' MANDATES AND OPERATING PROCEDURES
FOR MATTERS SET OUT HEREIN, EXCLUDING UNION LEAVE
REQUIRED FOR THE PURPOSE OF NEGOTIATING SUCH MATTERS**

15.01 Local committees

The parties may agree to set up a committee and/or sub-committees to address the needs and issues identified with respect to application of the local provisions.

The parties shall thus determine the committees' mandates and operating procedures.

ARTICLE 16 RULES OF CONDUCT BETWEEN THE PARTIES

16.01 Parties' commitment

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

16.02 Work environment

The Employer and the Union shall work together to promote and maintain a civil and violence-free work environment. The parties agree to promote mutual respect, integrity and goodwill.

ARTICLE 17 POSTING OF NOTICES

17.01 Bulletin boards

The Employer shall provide the Union with bulletin boards exclusively for union purposes.

17.02 Contents of documents

The Union may post documents signed by an authorized Union representative exclusively on the bulletin boards. Documents thus posted may not contain statements directed against the parties involved, their members or their mandated representatives.

17.03 Number of bulletin boards

The number of bulletin boards available to the Union when the local provisions come into force shall be maintained. When the location of a bulletin board must be changed, the Employer shall consult the Union.

17.04 New construction

If there is any new construction, the Employer shall consult the Union on the location of the bulletin board(s).

ARTICLE 18 PROFESSIONAL ORDERS

18.01 Membership

Employees shall be free to join a professional order, except in cases where the duties entail reserved activities within the meaning of the Professional Code or the members are part of an exclusive profession.

18.02 Proof of registration

Annually on the dates and in accordance with the terms and conditions set by the Employer, employees who are required to be members of a professional order shall present evidence of registration with the professional order to the Employer confirming they are entitled to practise that profession.

ARTICLE 19 PROFESSIONAL PRACTICE AND LIABILITY

19.01 Professional or technical documents

Any professional or technical document prepared by an employee must be signed by her/him, and any other signature on such a document must indicate the other signatory's office, unless otherwise agreed by the parties. However, the use of the content of such a document remains the Employer's responsibility.

19.02 Author's name

If the Employer deems it appropriate to publish a professional or technical document in whole or in part, in whatever format, it is required to affix the name of the author, her/his job title and the department or service for which she/he works.

19.03 Signature on a document

Employees are not required to sign a professional or technical document that they cannot approve or to modify a document they have signed and believe to be accurate, unless the document does not meet the professional or technical standards or requirements applicable to the design or drafting of the document.

19.04 Changes to a document

In the event a document is modified without the employee's authorization, she/he may remove her/his signature.

19.05 Written authorization of Employer

Employees who wish to affix the Employer's name to a professional or technical written publication for external use or for an oral or written communication released externally, they must obtain the prior written authorization of the Employer.

ARTICLE 20 SPECIAL CONDITIONS FOR THE TRANSPORTATION OF USERS COVERED BY THE ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES OR BENEFICIARIES COVERED BY THE ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES FOR CREE NATIVE PERSONS

20.01 Accompaniment of a user

An employee who is assigned to accompany a user outside the institution or her/his home base receives the following remuneration and allowances:

1. The employee is considered to be at work for the entire time she/he is accompanying the user, and while returning to the institution or home base. She/he must therefore be remunerated in accordance with the national provisions, including overtime if the duration of her/his normal work and/or the period of accompanying the user or returning exceeds her/his normal work period on the same day.
2. Once she/he has left the user, the employee must return to her/his home base, residence or the institution as soon as possible, by the means of transportation determined by the Employer.
3. The Employer shall reimburse the employee for travel and living expenses upon presentation of receipts in accordance with the standards set out in Article 27 of the national provisions and Article 26 of the local provisions (travel allowance).

20.02 Safety

The Employer must take the necessary steps to ensure the safety of employees assigned to accompany a user at risk outside the institution or her/his home base

ARTICLE 21 LOSS OR DESTRUCTION OF PERSONAL PROPERTY

21.01 Application

Where an employee in the performance of her/his duties is the victim of an accident attributable to a user, the Employer shall provide for replacement or repair of any personal belongings that are damaged or destroyed.

In addition, when, at the request of the Employer, the employee uses her/his own tools, the Employer shall provide for replacement or repair of any personal tools damaged or destroyed in the exercise of her/his duties.

21.02 Claim period

The employee must submit her/his claim to the Employer's attention no later than seven (7) days after the incident, using the form provided for that purpose, unless it is impossible for her or him to do so within that period of time.

21.03 Eligible claims

If the replacement or repair of personal property is eligible for a claim to the CNESST, the Employer may ask the employee to first submit a claim and then reimburse any unpaid portion of the claim.

21.04 Replacement or repair period

The Employer shall provide for the replacement or repair of personal property or tools destroyed or damaged within a maximum time of thirty (30) days following receipt of all the relevant information to examine the claim.

**ARTICLE 22 RULES TO FOLLOW WHEN UNIFORMS ARE REQUIRED BY THE
EMPLOYER**

22.01 List of required uniforms

Within ninety (90) days of the entry into force of the local provisions, the Employer shall send the Union a list of required uniforms that it believes is necessary, including, where applicable, any outerwear. The Union shall be consulted regarding this list. The Employer shall inform the Union of any subsequent changes to this list.

22.02 Uniform supply and care

The uniforms required under clause 22.01 shall be supplied and cared for at the Employer's expense.

22.03 Style, cut and fabric

The Union shall be consulted regarding the style, cut and fabric of such uniforms.

ARTICLE 23 LOCKER ROOM AND DRESSING ROOM

23.01 Storage of clothing

The Employer shall provide employees with lockable lockers or a suitable safe place in which to leave their clothing.

23.02 Dressing room

Provided the institution's facilities allow it, the Employer shall also provide employees with a suitable dressing room.

Nevertheless, the Employer shall agree to maintain a dressing room in hospitals.

23.03 New construction

The Employer shall ensure that any new construction of a facility includes a locker room and dressing room, where it requires employees to wear a uniform.

ARTICLE 24 PAYMENT OF SALARIES: TERMS AND CONDITIONS

24.01 Payment of salaries

Salaries are paid every two (2) weeks. Under no circumstances can there be more than fifteen (15) days between two (2) salary payments.

If a payday coincides with a statutory holiday, salaries shall be paid the day before the statutory holiday, unless it is impossible to do so.

24.02 Pay slip

On the pay slip, the Employer shall enter:

- Employer's name;
- employee's first and last names and employee number;
- job title(s);
- date of the pay period and the date of payment;
- number of hours paid at the regular rate;
- overtime hours worked during this period;
- nature and amount of premiums;
- accrued hours of sick leave;
- indemnities;
- rate of pay;
- gross earnings;
- nature and amount of deductions made;
- net pay;
- accrued overtime hours to be repaid to the employee, where applicable;
- accumulated hours entitling the employee to the lump-sum amount provided for in the letters of agreement of the national provisions;
- seniority;
- quantum of vacation;
- floating time off accumulated under the national provisions;
- nature and amount of arrears and corrections.

In addition, when remunerating the Quebec National Holiday, the Employer shall indicate to part-time employees the amount paid for the holiday.

The Employer shall show amounts paid for unused sick leave and amounts of over two hundred (200) dollars paid as retroactive pay on separate pay slips.

24.03 Annual vacation

The remuneration payable to an employee on annual leave shall be paid at the normal times for payment of salaries.

If, however, an employee so requests in writing at least thirty (30) days in advance, her/his remuneration for annual leave shall be paid to her or him with the last pay before she/he goes on annual leave.

The normal deductions are taken from the annual vacation pay.

24.04 Departure

The employer shall remit or send the pay slip, including benefits, to the employee in the pay period following her/his departure.

The Employer may then require compensation for any amount owing from the employee.

24.05 Error

In the event of an error in pay of fifty dollars (\$50.00) or more for which the Employer is responsible, the latter agrees to correct the error within five (5) days of the error being reported to the Employer, by remitting the money due to the employee.

No deductions may be made from an employee's salary for damage to or loss of any item whatsoever, unless there has been proven negligence on the employee's part.

24.06 Overpayment

In the event of an error in pay involving an overpayment to an employee by the Employer, the Employer shall recover the overpayment on terms agreed upon by the Employer and the employee or, failing agreement, in accordance with the following criteria and mechanisms:

1. The Employer shall first determine the unseizable amount:
 - a) if the employee has no dependants, one hundred and twenty dollars (\$120) per week;
 - b) if the employee has a dependant, one hundred and ninety-five dollars (\$195) per week, plus thirty-five dollars (\$35) a week per dependant as of the third (3rd) dependant;
2. After that, the Employer shall determine the seizable portion of the employee's salary by subtracting the amount provided for above from the employee's salary.

The Employer shall then withhold twenty percent (20%) of the seizable amount on each pay until the employee's debt is extinguished.

Notwithstanding the previous paragraph, the amount may not be less than twenty dollars (\$20) per week.

The Employer can recover only the amounts overpaid in the twelve (12) months preceding notification of the error. In that case, it shall inform the Employee of the amount and nature of the recovery and shall proceed to collect it on the pay following the next pay.

24.07 Income replacement indemnity

The terms and conditions of recovery identified in the clause above apply, where applicable, to employees who have received income replacement indemnities from the Employer, when her/his claim is refused and remains refused following the final decision of the CNESST, the administrative review directorate or the Tribunal administratif du travail.

ARTICLE 25 ESTABLISHMENT OF A CREDIT UNION

25.01 The parties agree to encourage the establishment of a credit union.

At the request of the employee, the Employer shall make source deductions for this credit union.

Sums thus collected shall be remitted within thirty (30) days of collection, unless otherwise agreed by the parties.

ARTICLE 26 TRAVEL ALLOWANCE

26.01 Determining the home base

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

The home base is determined by the Employer in accordance with the following criteria:

1. place where the employee usually works;
2. place where the employee regularly receives instructions;
3. place where the employee reports on her/his activities.

An employee cannot have more than one (1) home base, unless the employee holds more than one (1) part-time position.

However, employees on the recall list do not have a home base, unless they hold one or more assignments to fill a position temporarily without an incumbent, to handle extra workloads or to perform work of limited duration. In this case, the home base(s) are those of the assignment.

26.02 Changing the home base

The Employer may modify an employee's home base to meet the needs of the department or service after providing thirty (30) days' advance notice in writing to the employee and the Union.

When it modifies an employee's home base, the Employer shall offer it on a voluntary basis by seniority to employees in the department or service and facility in question who meet the normal requirements of the job and who usually perform the work. If no one volunteers, the change in home base is made by reverse seniority among those employees.

However, an employee may refuse the modification of the home base and take advantage of the provisions of Article 8 of the local provisions (bumping procedure), when that change takes place outside a twenty-five (25)-kilometre radius of the home base indicated in the posting.

The Employer cannot change the employee's home base again for twelve (12) months.

26.03 Reimbursement

When, at the Employer's request, employees have to perform their duties outside their home base, they are deemed to be at work during their entire travel time.

The Employer reimburses the requisite kilometres actually travelled by an employee on a daily basis in performing her/his duties.

However, when an employee starts or finishes the work day at a workplace other than her/his home base, she/he is reimbursed only for the time and kilometres exceeding what is normally required to travel between her/his home base and home.

The Employer shall decide whether or not the employee has to go via her/his home base.

26.04 Vehicle required

The Employer shall inform employees in writing or via the job posting when they are required to use a personal vehicle within the meaning of clause 27.02 of the national provisions. When the use of a personal vehicle is no longer required, the Employer so informs the employee in writing thirty (30) days in advance.

By no later than April 1 following signature of the local provisions, the Employer shall forward to the Union a list of employees for whom a personal vehicle is required. The Employer shall inform the Union of any subsequent changes to this list.

26.05 Vehicle not required

When the Employer does not require an employee to use a personal vehicle, it shall decide the means of transportation to be used and, in accordance with Article 27 of the national provisions, shall reimburse the employee for the expenses thus incurred. In that case, the employee is not required to use a personal vehicle, unless she/he consents to do so.

26.06 Meals

During travel, an employee shall be entitled to the meal allowances set out in Article 26 of the national provisions, provided she/he cannot return home or to her/his home base or to a dining area accessible to visitors at another facility of the institution within a reasonable length of time.

26.07 Receipts


To obtain reimbursement of transportation, meals and lodging expenses to which they are entitled under this Article and articles 26 and 27 of the national provisions, employees must present the required receipts to the Employer, which shall reimburse the employee as quickly as possible but no later than thirty (30) days following receipt of the reimbursement claim and receipts.

IN WITNESS WHEREOF, the parties have signed at Saint-Jérôme on November 12, 2018.

**SYNDICAT DES TRAVAILLEUSES ET
TRAVAILLEURS DES LAURENTIDES EN
SANTÉ ET SERVICES SOCIAUX - CSN**

**CENTRE INTÉGRÉ DE SANTÉ ET DE
SERVICES SOCIAUX DES
LAURENTIDES**


Monsieur Dominic Presseault
président


Madame Marie-Claude Ouellette
vice-présidente du secteur
des services sociaux


Madame Nancy Gauthier
vice-présidente aux griefs


Monsieur Steve Bouchard
vice-président du secteur de la santé


Madame Valérie Lapensée
coordonnatrice – Équipe Sud


Monsieur David Deschatelets
coordonnateur – Équipe Centre



Monsieur Mathieu Lavigne
coordonnateur – Équipe Nord


Madame Marie-Eve Soucy
agente de griefs


Monsieur Jean-François Foisy
président-directeur général


Monsieur Mario Cianci
directeur des ressources humaines, des
communications et des affaires juridiques


Madame Karine Bélisle
chef de service relations de travail


Monsieur Jacob Lalanne
chef d'unité de soins infirmiers - UMT-2C


Madame Sylvie Labelle
chef de l'administration de programmes -
SAPA


Madame Josée Lachapelle
chef de secteur Nord,
buanderie-lingerie et couture

LETTER OF AGREEMENT NO. 1
REGARDING APPLICATION OF THE LOCAL PROVISIONS

1. Work shift

It is understood that employees who hold positions for which the shift was not indicated in the job posting prior to the entry into force of the local provisions and who were subject to a rotating shift schedule are considered incumbents of a rotating shift position.