



Collective Agreement

MARCH 2011 » MARCH 2015



FÉDÉRATION
INTERPROFESSIONNELLE
DE LA SANTÉ DU QUÉBEC

A tough battle

HISTORICAL GAINS



The new collective agreement for the 60,000 nursing and cardio-respiratory professional members of the FIQ, has been in effect since March 20, 2011. After 17 months of negotiations, the implementation of the many action plans and support from the public and hundreds of groups, we finally see the results of our determination, our patience and our solidarity. The result of a tough battle that lasted many months and the difficult discussions with the Government of Québec, this collective agreement contains significant gains, even historic gains, for the members of the FIQ.


The healthcare professionals carried a common project of negotiating a first collective agreement for all the members of the Federation. We have reason to be proud of it, because several significant breakthroughs were made and bring substantial improvements to the working conditions of licensed practical nurses, respiratory therapists, perfusionists and nurses working in the public healthcare network. During these negotiations, which started in the fall of 2009, the Federation set the following double objective: improve the working conditions of the healthcare professionals and insure the longevity of the public healthcare network.

If the Federation has met this challenge with gusto, it is also important to remember that these major gains that the FIQ obtained will also allow members of other labour organizations to benefit from them. Thus, thanks to the battle of the members of the Federation, certain colleagues will also see their time between shifts (overlap period) paid while others will receive the 2% premium. Another battle that only the FIQ was able to wage is the one concerning the use of independent labour (IL) in the public healthcare network. In fact, a letter of understanding is an integral part of this collective agreement in which a national target of 40% reduction in the use of IL must be reached.

Admittedly, this new collective agreement is the outcome of a tough battle. It is also the result of diligent work and the involvement of your local representatives and your delegates which, throughout the negotiation process, made it possible for all the members of the Federation to have real power over the negotiation of their working conditions. We also want to acknowledge the great contribution and the energy deployed by the members of the Negotiating Committee, the members of the Executive Committee and the coordination team for the negotiations, Gino Pouliot, Serge Prévost, Ginette Raymond and Francine Savard. All these people have represented you with conviction.

The union representatives on the Negotiating Committee came from the different professions that we represent, from all types of institutions in the health and social services sector and from the different regions of Québec. Thank you to Linda Bouchard, Guy Boudreau, Sylvie Boulet, Renée Coulombe, Carl Delisle, Shirley Dorismond, Véronique Fois, Rita Lamothe, Sylvie Pépin and Dave Perkins. The great contribution of Michel Mailhot, Josée Renaud and Luc St-Laurent must also be mentioned for their support of mobilization and that of Sandra Gagné and Mélanie Parent, Union Consultants for Information and Support. Finally, a thank you to all the staff at the Federation who also had a hand in the positive conclusion of this long process of negotiations.

The collective agreement is now in your hands. It is important that you become familiar with the content in order to make sure your rights are respected and in doing so, let the value of healthcare professionals be fully recognized.

The image shows two handwritten signatures in black ink. The signature on the left is 'Régine Laurent' and the signature on the right is 'Sylvie Savard'. Both are written in a cursive, flowing style.

Régine Laurent, President

Sylvie Savard, 4th Vice-President

OUR MAJOR GAINS

Here is a summary of the main gains in our negotiations. You will find at the end of the collective agreement a complete index of all the subjects discussed. Do not hesitate to consult it for any question concerning your rights or your working conditions in order to find the clause that covers it. In case of doubt, the members of your local team are there to answer your questions and to support you, if necessary, in your approach to have your working conditions respected.

■ **Overlap period recognized**

From now on, a majority of healthcare professionals will be paid an additional remuneration of 15 minutes per shift. This recognition of time worked applies to the job title groups of nurse and respiratory therapist working in a centre of activities where services are provided 24 hours a day, 7 days a week or on 2 different continuous shifts (Letter of Understanding No 16).

■ **Premium of 2% for those not covered by the overlap period**

The employees in the job title groups of licensed practical nurse, nurse and respiratory therapist who are not covered by the overlap period are paid a premium of 2% (Article 4, Letter of Understanding No 16).

■ **Remuneration of overtime for nurse clinicians**

Now, overtime worked after the regular workday or workweek is paid for the job titles of nurse clinician, nurse clinician assistant-head-nurse and nurse clinician assistant to the immediate superior who work in centres of activities where services are provided 24 hours a day, 7 days a week (Appendix 4, Article 3.03).

■ **Significantly higher evening and night premiums**

A significant increase in the evening and night shift premiums is a recognition of the inconveniences related to these shifts. The evening premium varies between 4% and 8% according to certain criteria of availability of employees while the night premium varies between 11% and 16% also according to certain criteria of availability of employees (Article 9).

■ **Introduction of a critical care premium**

In order to recognize the responsibilities of healthcare professionals working in the emergency department, intensive care, neonatal unit, major burn unit and the coronary care unit, a new critical care premium is created. This premium varies between 10% and 14% according to certain criteria of availability of employees (Article 9.05).

■ **Introduction of a rotation premium**

In order to compensate the inconveniences for employees working day/evening or day/night or day/evening/night rotation, a rotation premium is introduced (Article 9.03).

■ **Greater access to the job title of licensed practical nurse team leader**

The modification of the job description of the licensed practical nurse team leader job title promotes greater access to this job title. This change recognizes the participation of licensed practical nurses on the care team

and, among others, the recognition of the reality that exists in the CHSLDs (Appendix 1).

■ **Creation of the nurse clinician specialist job title**

This new job title recognizes employees who have a masters degree such as the infection control and prevention nurses or those in mental health. These employees are now placed in a new salary scale. The job title, description and the ranking will be determined when the work is done on the procedure for modifying the list of job titles (Letter of Understanding No 21).

■ **Arrangement of work time**

Resulting from one of the four priorities of the negotiations, the introduction of provisions concerning the arrangement of work time in the collective agreement is beneficial for several professionals. Employees who hold a full-time position working on the evening or night shift or on rotation will have access to an arrangement of work time. Employees on the day shift with 15 years and more of service will also have access to an arrangement of work time (Letter of Understanding No 19). This is a major gain for the employees on the night shift because they can now take advantage of the four-day week.

■ **Upgrading of part-time positions**

In a context of a shortage, the provisions of the collective agreement regarding attraction, retention and availability of the labour force permit the upgrading of the number of workdays to 5 days per 14-day period. An upgrade is also possible for the licensed practical nurses according to the local reality (Letter of Understanding No 17).

■ **Reduction target of 40% of Independent labour (IL)**

On this subject, a national reduction target of 40% in the rate of use of independent labour is established for 2015. The evolution in the rate of use of IL will be closely followed by the Quebec parties (Letter of Understanding No 17).

■ **Removal of the ceiling on the number of years of service for purposes of calculating the pension annuity**

The maximum number of years of service that can be credited for purposes of calculating the pension annuity goes from 35 years to 38 years as of January 1, 2011. Employees who choose to work past 35 years for purposes of calculation will continue to accumulate benefits for their retirement and will have an annuity higher than 70%. This measure has no effect on the eligibility criteria of 35 years in order to retire (Letter of Understanding No 1).

■ **Improvement in parental rights**

The paternity leave of five weeks is now paid at 100%. New family leaves are integrated into the collective agreement and a linkage with certain laws has been done (Articles 22.21A, 22.21B, 27.07, 27.08).

■ **Classification of the nurse clinician**

The employees who, on the date the collective agreement goes into force, hold a Bachelor's degree in Nursing are reclassified as nurse clinicians, whether they hold a position or not (Letter of Understanding No 3).

COLLECTIVE AGREEMENT

BETWEEN

**LE COMITÉ PATRONAL DE NÉGOCIATION
DU SECTEUR DE LA SANTÉ
ET DES SERVICES SOCIAUX**

AND



**LA FÉDÉRATION INTERPROFESSIONNELLE DE LA SANTÉ DU QUÉBEC
(FIQ)**

March 20, 2011

March 31, 2015

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ARTICLE 1

DEFINITION OF TERMS AND PURPOSE

I- DEFINITION OF TERMS

1.01 **Employee**

A person included in the certification unit who works for the Employer for pay.

This term also refers to the union representatives on union leave by virtue of Article 6 of this collective agreement.

1.02 **Full-time employee**

An employee who works the number of hours stipulated in her job title.

1.03 **Part-time employee**

An employee who works less than the number of hours stipulated in her job title. However, a part-time employee, with the exception of the nursing extern or the respiratory therapy extern and the candidate for the practice of the nursing profession, holds a position composed of at least eight (8) shifts per twenty-eight (28) days. A part-time employee who occasionally works the number of hours stipulated in her job title maintains her part-time status.

The parties may agree by local arrangement that the employee on the availability list who has a full-time assignment of which the expected length is six (6) months and more be considered to be a full-time employee during this period, at her request.

1.04 **Probationary period**

The period to which all newly-hired employees are subject. During this period, the employee is entitled to all the benefits of the collective agreement. In the case of dismissal during this period, the employee is not entitled to the grievance procedure. The employee acquires seniority after her probationary period has been completed according to the conditions stipulated in Article 12.

The conditions and the length of the probationary period are negotiated and agreed to at the local level.

1.05 **Basic salary**

The remuneration to which an employee is entitled according to her echelon in the salary scale for her job title, as it appears in this collective agreement and its appendices.

1.06 **Salary, regular salary**

The basic salary to which are added, when applicable, premiums, pay supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and in Appendix 11.

1.07 Total salary

The total remuneration paid to an employee by virtue of this collective agreement.

1.08 Day

Unless otherwise stipulated in this collective agreement, the term “day” refers to a calendar day.

1.09 Promotion

The transfer of an employee to a position with a different job title and a higher salary.

1.10 Transfer

The transfer of an employee to a position with the same salary.

1.11 Demotion

The transfer of an employee to a position with a different job title and a lower salary.

1.12 Accounting period

The period determined for budgetary purposes by the *Ministère de la Santé et des Services Sociaux*.

1.13 “Spouses”

Persons:

- a) who are married and live together;
- b) who form a civil union and live together;
- c) who are of the opposite sex, or of the same sex and who live as a couple, and are the father and mother of the same child;
- d) who are of the opposite sex, or the same sex, and have been living as a couple for at least one year.

“Dependent child”

The child of an employee, her spouse or both, who is neither married nor in a civil union, who is resident or domiciled in Canada, who depends on the employee for her support and who meets one of the following conditions:

- is less than eighteen (18) years of age;
- is twenty-five (25) years old or less, and is a duly registered full-time student in a recognized teaching institution;
- regardless of age, if he or she became totally disabled while he or she met one or the other of the preceding conditions and has remained continually disabled since that date.

1.14 Positions

The notion of position negotiated and agreed to at the local level includes among other things an aggregate of duties performed by an employee on a permanent basis.

1.15 Centre of activities

When the notion of centre of activities is used, its definition is the one negotiated and agreed to at the local level.

1.16 Position temporarily without its incumbent

When the notion of position temporarily without its incumbent is used, its definition is the one negotiated and agreed to at the local level.

1.17 Availability list

When the notion of availability list is used, its definition is the one negotiated and agreed to at the local level.

1.18 Interpretation

The feminine gender includes the masculine gender, unless the context indicates otherwise.

1.19 Only the French version of this collective agreement is considered to be the official text. However, the collective agreement is translated into English.

1.20 The employee practises under her own family name or may continue, if such is the case, to practice under her spouse's name.

1.21 OIIAQ

The *Ordre des infirmières et infirmiers auxiliaires du Québec*.

1.22 OIIQ

The *Ordre des Infirmières et Infirmiers du Québec*.

1.23 OPIQ

The *Ordre professionnel des inhalothérapeutes du Québec*.

II- Purpose

1.24 The purpose of this collective agreement is to establish orderly relations between the parties, to set the working conditions of employees covered by the bargaining unit and to promote the settlement of labour relations problems.

1.25 It also promotes the cooperation needed between the parties to ensure the quality of the services provided by the institution.

1.26 The Employer treats his employees fairly and the Union encourages them to perform their work adequately.

ARTICLE 2

MANAGEMENT RIGHTS

2.01 The Union recognizes the Employer's right to perform its management and administrative duties, in a manner compatible with the terms of this collective agreement.

- 2.02 Upon request, the Employer will give the Union a copy of written regulations covering the personnel, as well as their amendments, if such regulations exist.

Any provision of a regulation which is incompatible with the collective agreement in force will be null and void.

ARTICLE 3

CERTIFICATION AND JURISDICTION

3.01 Certification

The Employer hereby recognizes the Union as the sole and only bargaining agent for the purpose of negotiating and signing a work contract, on behalf of and for all employees covered by the accreditation certificate.

- 3.02 If a problem of interpretation concerning the text of the certification arises, the pertinent legislative provisions apply and no arbitrator can be called upon to interpret the meaning of the text.

3.03 Specific agreement

No specific agreement concerning working conditions different from those stipulated in this collective agreement, and no specific agreement concerning working conditions not stipulated in this collective agreement, concluded between an employee and the Employer, is valid unless it has received the written approval of a union representative. The agreement is considered valid and accepted failing a written reply from the union representative within twenty (20) days from the reception of the written notice to the Union.

Employee's file

- 3.04 Upon request to the personnel director or his representative, an employee may consult her personal file, alone or accompanied by a union representative.
- 3.05 Any notice of a disciplinary nature must be communicated in writing to the employee by a representative of the Employer describing the facts or the reasons for such a notice, failing which this notice cannot be used against her. Such a notice is put in the employee's file.
- 3.06 The employee's personal file is kept up-to-date by the personnel department of the institution and it includes:
- a) the job application form;
 - b) the hiring contract;
 - c) copy of diplomas and proof of studies, and documents related to acquired and/or recognized experience;
 - d) authorizations for pay deductions;
 - e) requests for promotion, transfer and demotion;
 - f) the formal and periodic evaluation reports after a copy has been handed to the employee and discussed with her;
 - g) disciplinary reports and notices of disciplinary measures;
 - h) departure notices.

An employee convened to a meeting with a representative of the Employer concerning her employment status or link, a disciplinary matter or the settlement of a grievance may request to be accompanied by a union representative.

An employee convened by the Employer to a meeting outside of her working hours is considered to be at work. In such a case, the provisions concerning recall to work do not apply.

- 3.07 Any disciplinary notice or notice of suspension becomes null and void if it has not been followed by a similar offence within twelve (12) months, as well as previous notices relating to similar offences, if any. Such notices that have become null and void will be removed from the concerned employee's personal file.

The provisions of the preceding paragraph also apply to any notice of a disciplinary nature which was cancelled at the Employer's initiative or following a contestation.

- 3.08 The decision to dismiss or suspend an employee is communicated within thirty (30) days of the occurrence of the fact that led to the decision and no later than thirty (30) days of the Employer's knowledge of all the pertinent facts related to this incident.

The thirty (30)-day time limit in the preceding paragraph does not apply if the decision to dismiss or suspend an employee is the result of the repetition of certain facts or of chronic behaviour on the part of the employee.

- 3.09 Within four (4) days of the dismissal or the suspension of an employee, the Employer sends her, at her last known address, or gives her in person, a written document stating the reasons and facts which led to her dismissal or suspension.

Only the reasons and facts presented in this notice can be used as evidence at an arbitration hearing.

Upon written request by the employee, the Employer gives her a copy of the documents included in her personal file; the employee must enumerate the documents of which she wishes to have a copy.

While she is suspended, or as of the date of her dismissal until the arbitral award is rendered, the employee may maintain her participation in the group insurance plans by paying all the necessary contributions and premiums herself, this being subject to the clauses and stipulations of the insurance contract in force. However, in the case of dismissal, the Employer is no longer responsible for the collection of premiums and contributions, but the Employer must remit to the insurer the contributions and premiums he received from the fired employee.

Nevertheless, and subject to the provisions of clause 23.15, the employee's participation in the basic drug insurance plan is compulsory during her suspension and she must pay all the necessary premiums and contributions herself.

- 3.10 The Employer notifies the Union in writing of any written disciplinary notice, dismissal or suspension within the time limit stipulated in clause 3.09.

3.11 **Administrative measures**

The Employer who applies an administrative measure which affects an employee's link of employment in a permanent or temporary manner, other than by a disciplinary measure or layoff, will, within the following four (4) calendar days, inform the employee in writing of the grounds and the essential facts which led to the measure.

The Employer notifies the Union in writing of the measure imposed within the time limit stipulated in the preceding paragraph.

3.12 **Security guard**

The security guard does not give orders to employees in the performance of their duties.

3.13 An employee who temporarily fills a position outside of the certification unit remains governed by the provisions of the collective agreement. At the end of her assignment, she returns to her position.

3.14 The Employer informs the Union of any vacant or newly-created position, and any vacant position abolished, according to the conditions negotiated and agreed to at the local level.

3.15 The Employer agrees to grant priority to employees who have agreed to register on a list indicating their availability before using external resources, subject to the provisions regarding the availability of employees agreed to by the local parties.

ARTICLE 4

UNION MEMBERSHIP

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

4.02 The Employer informs every new employee that she must become a member of the Union within fifteen (15) days following the date of the beginning of employment as a condition for maintaining her employment and her request for membership must be made on the form provided by the Union for this purpose.

4.03 However, the Employer is not obliged to dismiss an employee because the Union has expelled her from its ranks. However, the said employee remains subject to the union dues checkoff.

ARTICLE 5

UNION DUES CHECKOFF

5.01 **Period of deduction and remittance**

The Employer agrees, for the duration of this collective agreement, to deduct from the pay cheque of each employee having been employed

for fifteen (15) days the union dues set by the Union, or an amount equal to the latter, and to remit it to the Union at its last known address in the first fifteen (15) days following the end of the accounting period.

Union dues are also deducted from the employee's vacation pay and sums paid for bursaries, reimbursement of sick-leave days and back pay.

At the Union's request, union dues are deposited directly in the bank chosen by the Union.

With this remittance, the Employer sends the *Fédération interprofessionnelle de la santé du Québec* (FIQ) a detailed written statement including:

- a) the name and first name of the employees subject to union checkoff;
- b) their social insurance number;
- c) their employee number;
- d) their address;
- e) their telephone number;
- f) their employment status and job title;
- g) their date of hiring;
- h) their centre(s) of activities and the facility when the posting indicated it and the information is available in an electronic format;
- i) the amount of the regular salary paid;
- j) the amounts deducted;
- k) the names of newly-hired employees and their date of hiring;
- l) the names of employees who left employment;
- m) their departure date;
- n) notice of temporary absences for the entire accounting period. Upon written request by the Union, the Employer provides the nature of the reason for the temporary absence;
- o) notice of any change of name or address given to the Employer by employees.

The information is sent electronically if the Employer has such a system. The related expenses are paid by the FIQ. The FIQ and the Union must insure the confidentiality of the information.

The Employer and the Union can agree locally on the terms of implementation and application of this article.

5.02 Deduction of the union initiation fee

The Employer collects from each new member, upon receipt of the latter's written authorization, the initiation fee set by the Union, and the Employer informs the Union of this at the time of the periodic remittance.

5.03 Withholding of remittance

When one or the other of the parties asks the labour commissioner-general to rule on whether an employee is included in the certification unit, the Employer withholds union dues or its equivalent until the

decision of the labour commissioner or the Labour Court is rendered, and then remits them in conformity with the said decision.

Union dues are withheld as of the beginning of the accounting period which follows the filing of a request to this effect.

5.04 T-4 and Relevé 1

The amount deducted for union dues must figure on the T-4 and Relevé 1 forms, insofar as this is technically possible, in accordance with the various regulations of the ministries concerned.

ARTICLE 6

LEAVES FOR UNION ACTIVITIES

6.01 Within thirty (30) days of the date this collective agreement comes into force, the Union provides the Employer with a list of its local representatives.

The Union provides the Employer with a list of its delegates within ten (10) days of their appointment or election.

Any changes to the above-mentioned lists are given to the Employer within ten (10) days of the change.

6.02 The union leaves granted for all internal union activities, with the exception of those stipulated in clauses 6.04, 6.06, 6.14 and 6.16, are taken from the annual bank of union leaves established according to the number of employees in the bargaining unit:

Number of employees	Number of days per year
50-99	52
100-299	104
300-499	156
500-749	208
750-1549	260
1550-2499	312
2500 and more	416

These days of union leave are granted without loss of salary for the employees concerned. The request for a union leave must indicate the name of the employee(s) concerned, the nature and length of the union activity.

6.03 In the case of a bargaining unit which has less than fifty (50) employees, a local union representative may be granted a leave without loss of salary upon request to the director of personnel or his representative.

6.04 Union representatives may meet the authorities of the institution by appointment without loss of salary.

6.05 Union representatives may also meet employees in the institution during working hours to discuss a grievance or conduct an inquiry on

working conditions. The union representatives and employees concerned do not incur any loss of salary in this case.

The outside union representative can meet an employee in the institution, in a place reserved for this purpose or in any other place agreed upon, during working hours, without loss of salary for the employee.

Requests for union leaves stipulated in this clause must be addressed to the director of personnel or his representative at least five (5) days in advance. The days used for these union leaves are taken either from the bank of union leaves for internal union activities stipulated in clause 6.02 or from that for external union leaves stipulated in clause 6.08, at the Union's choice.

- 6.06 During arbitration hearings, the union representative, the employee concerned and the witnesses are granted leaves without loss of salary. However, witnesses leave work only for the time deemed necessary by the arbitrator.
In the case of collective grievances, the group is represented by one person mandated by the Union.
- 6.07 After exhausting the number of days of union leave set for internal union activities based on the number of employees concerned in accordance with clause 6.02, the employees identified are granted leaves with pay, subject to reimbursement of the salary and fringe benefits by the Union.
- 6.08 The union leaves granted for all external union activities, with the exception of those stipulated in clauses 6.10 and 6.16, are drawn from the annual bank of union leaves established according to the number of employees in the bargaining unit:

Number of employees	Number of days per year
1-50	20
51-100	25
101-200	30
201-300	40
301-400	50
401-500	60
501-600	70
601-700	75
701-800	80
801-900	85
901-1000	90
1001-1200	95
1201-1500	100
1501 and over	110

These days of union leave are granted without loss of salary for the employees concerned. The union leave is granted following a written request by the Union to the Employer at least ten (10) days in advance. This demand must indicate the name of the employee or employee(s) concerned, the nature, length and location of the union activity.

6.09 For the purpose of the application of clauses 6.02 and 6.08, the number of employees in the bargaining unit is the number of employees on the 1st of January of each year.

6.10 In the case of a regional or sectional Union, the vice-president, secretary, treasurer and each administrator may be granted a leave, without loss of salary, to tend to union business outside the institution, for a number of days not exceeding, per year, twelve (12) days for the vice-president, ten (10) days for the secretary, nine (9) days for the treasurer and five (5) days for each administrator or member of the board of directors or equivalent body.

The number of days of leave cannot exceed the total number stipulated for each of the above-listed positions. The vice-president, the secretary, the treasurer and the administrators must give a ten (10)-day notice to the Employer.

This ten (10)-day notice must indicate the nature, duration and location of the union activity.

However, in exceptional circumstances and for valid reasons submitted to the Employer and for which the proof is incumbent upon the Union, the above-mentioned written notice may be given less than ten (10) days in advance.

6.11 After exhausting the number of days of union leave set for union activities outside the institution, the local representatives and administrators of the Union or the Federation are granted leaves with pay, subject to reimbursement of the salary and fringe benefits by the Union or the Federation. For this purpose, the Union transmits in writing to the representative of the Employer, at least ten (10) days in advance, the name of the employee or employees for whom the union leave(s) are requested, and the nature, length and location of this union activity.

6.12 However, in exceptional circumstances and for valid reasons submitted to the Employer and for which the proof is incumbent upon the Union, the written request stipulated in clauses 6.08 and 6.11 may be made less than ten (10) days in advance.

6.13 The work schedules of employees shall in no way be modified for the said union leaves, unless the parties so agree.

6.14 **Union leaves for the purpose of local negotiations and local arrangements**

The Employer grants leaves without loss of salary to the employees appointed by the Union to attend the local arrangements and local negotiations meetings.

The total number of employees on union leave is determined on the basis of the number of employees included in the bargaining unit on January 1 of each year, as follows:

Number of employees in the bargaining unit	Number of employees on union leave
1 to 250	2
251 to 1000	3
1001 and over	4

The parties may, by local arrangement, agree to grant union leaves to employees to prepare for the local arrangements and negotiations meetings.

6.15 Leave without pay to act as a full-time union representative

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

1. Duration

If it is a non-elective position, the leave without pay is of a maximum duration of two (2) years. If the employee does not return to work within this time period, she is considered to have voluntarily abandoned her employment on the date of her departure from the institution. In the case of an elective position, the leave without pay is automatically renewable from year to year, providing the employee continues to occupy an elective position. During such an absence, the position of the employee on leave without pay is not posted and is considered to be a position temporarily without its incumbent.

2. Return

The employee must, thirty (30) days before the end of her leave, notify the Employer of her return to work, failing which she is considered to have voluntarily abandoned her employment on the date of her departure from the institution.

3. Seniority

During this period, the employee conserves and accumulates her seniority.

4. Annual vacation

The Employer remits to the employee concerned an indemnity which corresponds to the days of vacation accumulated up to her date of departure to act as union representative.

5. Sick-leave days

The sick-leave days accumulated at the time of the beginning of the leave without pay are credited to the employee and may not be paid, except those paid annually by virtue of the salary insurance plan.

However, if the employee leaves her employment or if, at the end of her leave without pay, she does not return to the Employer, all the sick-leave days may be paid at the rate in effect at the beginning of the employee's leave without pay and according to the quantum and the conditions stipulated in the collective agreement in effect at the time of the beginning of the employee's leave without pay.

6. Pension plan

The employee, during her leave without pay, does not suffer any prejudice to her pension fund if she returns to work within the authorized period. In this case, the employee resumes her pension plan as she had left it at the beginning of her leave, this being subject to the provisions of the RREGOP Act.

7. Group insurance

The employee is not entitled to the group insurance plan during her leave without pay. When she returns, she may be readmitted to the plan. However, subject to the provisions of clause 23.15, the employee's participation in the basic drug insurance plan is compulsory, and the employee must pay all the necessary contributions and premiums to this effect herself.

The employee may maintain her participation in the other group insurance plans by paying all the necessary contributions and premiums to this effect herself, subject to the clauses and stipulations of the insurance contract in effect.

8. Right to apply

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement providing she can begin duty within thirty (30) days of her appointment.

9. Exclusion

During this leave without pay, the employee cannot avail herself of any provision of the collective agreement except as expressly stipulated in this clause and subject to her right to claim benefits previously acquired.

10. Conditions for return

The employee may resume her position with the Employer providing the position still exists, if she notifies the Employer at least thirty (30) days in advance and if she has not left her work with the Union or the Federation to work for another Employer.

However, if the position which the employee held at the time of her departure is no longer available, she can avail herself of the bumping and/or layoff procedure stipulated in Article 14.

If she fails to use the said mechanisms, the employee is deemed to have resigned.

- 6.16 An employee who is a member of a joint and/or parity committee composed, on one hand, of representatives appointed by the government and/or the Employer and, on the other hand, of representatives appointed by the Union, or an employee convened by

the committee is entitled to a leave from work, without loss of salary, to attend the meetings of the said committee or to carry out any work requested by the committee.

- 6.17 For the purpose of this article, the employee on union leave without loss of salary receives remuneration equivalent to that which she would receive if she was at work.
- 6.18 The part-time employee who is on paid union leave obtains recognition of the latter for the purpose of the calculation of her salary insurance benefits, parental leave benefits and, if applicable, her layoff indemnity when on job security.
- 6.19 The reference period for the purpose of the application of the quanta of union leaves is April 1 to March 31.
- 6.20 Union leaves are granted providing the Employer is able to ensure the continuity of the activities of the centre of activities in the absence of the employee. Union leaves for internal union activities are granted according to the same criteria except for union leaves that are agreed to at least ten (10) days in advance.
- 6.21 For purposes of union activities, the Employer provides the Union with a furnished union office. The furnishings of the union office include: table or desk, chairs, filing cabinets with keys and a telephone.
- The location, as well as the days on which the union has exclusive use of the office, are agreed upon by local arrangement.
- The possibility of making available to the Union more than one union office in the institution is subject to local arrangement.

6.22 Labour relations committee

Within sixty (60) days of the date the collective agreement comes into force, the local parties set up a labour relations committee. The composition, role and functioning of the committee are determined by arrangement at the local level.

ARTICLE 7

REMUNERATION

- 7.01 Unless there is a provision to the contrary agreed to by the parties at the Quebec level, an employee receives the salary stipulated for the position which she occupies.
- In the event of a temporary change of position at the Employer's request, the employee does not suffer a loss of salary as a result of the reassignment.
- 7.02 All provisions designed to guarantee the salary of an employee or the non-reduction of an employee's salary must be interpreted and applied as a guarantee of the hourly wage or a non-reduction of the hourly wage.
- Notwithstanding the preceding, the non-reduction of the salary provided for in clauses 14.20 and 15.08 is weekly when the reassignment is made to a position with the same status.

7.03 **Specific provision**

In the case of late arrival at work, the amount deducted from an employee's pay check cannot be more than that which corresponds to the period of lateness.

7.04 **Special provisions**

Notwithstanding the definition of "salary", "regular salary", "total salary" or any other similar term used in the collective agreement, the evening and night, the higher evening and night and weekend premiums are only considered or paid when the inconvenience is suffered. In the same way, the rotation premium is not considered or paid for absences stipulated in the collective agreement.

7.05 **Replacement in various positions**

When an employee is called upon during the same workweek to fill different positions, she receives the salary of the best paid position providing she occupied it during half of the normal workweek.

When an employee is called upon during the same workday to fill different positions, she receives the salary of the best paid position providing she filled it during one continuous half-day of work.

The two (2) preceding paragraphs do not apply when the assistant-head-nurse, the assistant to the immediate superior, the nurse clinician assistant-head-nurse or the nurse clinician assistant to the immediate superior replaces the head nurse or the immediate superior during her regular absences. The same applies when the assistant-head respiratory therapist replaces the head of the Respiratory Therapy Department.

- 7.06 When there is no assistant-head-nurse or no assistant to the immediate superior, no nurse clinician assistant-head-nurse or no nurse clinician assistant to the immediate superior on duty in a centre of activities, the nurse who temporarily replaces the head nurse or the immediate superior for a complete shift is entitled to a supplement of:

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
12.30	12.39	12.51	12.73	12.98

- 7.07 An employee who is promoted receives from the start, in her new job title, the salary stipulated in the salary scale of the job title immediately above that which she received in the job title she left.

However, a nurse who is promoted to nurse team leader, assistant-head-nurse or assistant to the immediate superior receives in her new job title the salary for the echelon in this job title that corresponds to the one she had in the job title she left. The same applies for the respiratory therapist who is promoted to the position of assistant-head

respiratory therapist, in charge of clinical instruction (respiratory therapy) or technical coordinator (respiratory therapy) and for the licensed practical nurse promoted to licensed practical nurse team leader.

If, within twelve (12) months following her promotion, the employee receives, in her new job title, a salary which is lower than that which she would have received in the job title which she left, she receives, as of this date and until her echelon advancement on the anniversary of her promotion, the salary which she would have received in the job title which she left.

7.08 Pay on Christmas and New Years

The regular salary of the employee who works on Christmas Day and New Year's Day is the salary stipulated in her salary scale, increased by fifty per cent (50%).

PART-TIME EMPLOYEES

7.09 The part-time employee benefits from the provisions of this collective agreement. The earnings of the part-time employee are prorated to the number of hours worked.

7.10 The fringe benefits of a part-time employee are calculated and paid in the following way:

1. Paid statutory holidays:

5.3% of her salary on each pay.

2. Sick-leave days:

4% or 6% of the salary on each pay, in the case of an employee who is not covered by the basic life insurance plan and the salary insurance plan or who has chosen not to be covered by these plans.

3. Annual vacation:

10% of the total salary earned between May 1 of the previous year and April 30 of the current year, for an employee having twenty-five (25) years or more of service on April 30;

9.6% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee having twenty-three (23) or twenty-four (24) years of service on April 30;

9.2% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee having twenty-one (21) or twenty-two (22) years of service on April 30;

8.8% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee having nineteen (19) or twenty (20) years of service on April 30;

8.4% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee having seventeen (17) or eighteen (18) years of service on April 30;

8% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee having less than seventeen (17) years of service.

7.11 The part-time employee who works in a psychiatric or penal institution, or in a psychiatric centre of activities or wing of an institution, or in a specific unit, which meets the conditions stipulated in Article 34, Article 3 of Appendix 3 or in Appendix 9, receives the following percentage:

Floating holidays

2% of the salary paid on each pay

7.12 In accordance with the provisions of clause 7.04, the evening and night, the higher evening and night, the rotation and week-end premiums stipulated in clause 9.01, 9.02, 9.03 and 9.04 paid to the part-time employee are not considered for the purpose of the calculation of her fringe benefits.

7.13 A full-time employee who becomes a part-time employee is paid her sick-leave days, accumulated according to clause 23.29 and not used according to clause 23.30; days of sick leave accumulated according to clause 23.28 are payable upon the employee's departure in accordance with the same clause 23.28.

7.14 Rest period

The employee is entitled to two (2) fifteen (15)-minute rest periods per workday.

LABOUR-SPONSORED FUND

7.15 At the employee's request, the Employer applies a salary deduction for the purpose of contributions to a labour-sponsored fund.

JOB TITLES

(The job titles, descriptions, salary scales and supplements appear in Appendix 1)

7.16 Employees covered by this collective agreement have a workweek for which the number of hours of work is stipulated in Appendix 1.

Candidate for admission to the practice of the nursing profession

7.17 The candidate benefits from all the provisions of the collective agreement.

7.18 The candidate who has successfully passed the OIQ examinations in view of acquiring her nursing licence, and who awaits the said licence, receives, when she obtains it, the salary stipulated in her new job title, retroactive to the date of her examinations or her effective date of employment if she has started to work after her examinations, providing that she has successfully completed all of the practical training required.

7.19 The candidate who must retake one (1) or more examination(s) to obtain her nursing licence receives the salary provided for her new job title retroactively to the date she passed the examinations successfully.

7.20 The candidate who has completed nursing studies outside of the province of Quebec, who is not obliged to follow a period of training, and who is awaiting the emission of her licence receives, on receipt of her nursing licence, the salary for her new job title retroactively to the date of beginning of employment.

7.21 Rehired retirees

A retiree who is rehired benefits only from the remuneration provisions stipulated in Articles 7, 8 and 19 of the collective agreement and the applicable premiums or supplement.

However, this employee receives the fringe benefits applicable to a part-time employee not covered by the life, drug and salary insurance plan as stipulated in paragraph 2 of clause 7.10 of the collective agreement.

7.22 Placement in the salary scale

The employee is placed in the applicable salary scale according to the conditions stipulated in Article 8.

7.23 Advancement in the salary scale

If the number of echelons in the salary scale so permits, each time an employee completes one year of experience, she moves to the echelon above the one she holds.

For the purpose of the application of the preceding paragraph, the part-time employee completes one year of experience when she has accumulated the equivalent of 225 workdays if she is entitled to 20 days of annual vacation leave, 224 workdays if she is entitled to 21 days of annual leave, 223 workdays if she is entitled to 22 days of annual vacation, 222 workdays if she is entitled to 23 days of annual vacation, 221 workdays if she is entitled to 24 days of annual vacation and 220 workdays if she is entitled to 25 days of annual vacation.

An employee cannot be credited more for more than one (1) year of experience per period of twelve (12) calendar months.

Notwithstanding what precedes, employees currently in the employ of the Employer and those hired later cannot be credited, for the purpose of positioning in the salary scale, for experience acquired during the year 1983.

Employees outside the rate or scale

- 7.24 The employee whose salary rate on the day preceding the increase of salaries and salary scales is higher than the single rate or top echelon of the salary scale, in effect for her job title, benefits, on the date of salary and salary scale increases, from a minimum rate of increase equal to half of the applicable percentage of increase, on the first of April of the period in point as compared to that on the preceding March 31, to the single salary rate or the top echelon of the salary scale for her job title on the preceding March 31.

If the application of the minimum rate of increase stipulated in the preceding paragraph has the effect, on April 1, of placing an employee who was outside the rate or scale on March 31 of the preceding year at a salary lower than the top echelon of the scale or then the single salary rate corresponding to her job title, this minimum rate of increase is increased to the percentage necessary to enable this employee to reach the top echelon or the single salary rate.

The difference between, on the one hand, the percentage of increase of the top echelon of the scale or the single salary rate for the job title of the employee and, on the other hand, the minimal rate of increase established according to the two (2) preceding paragraphs, is paid in a lump sum calculated on the basis of the salary rate on the preceding March 31.

The lump-sum payment is spread out and paid on each pay, prorated to the paid regular hours for the pay period.

7.25 Integration on the date the collective agreement comes into force

In the ninety (90) days following this collective agreement coming into force, the Employer informs the employee in writing of her job title and her position in one or the other of the salary scales stipulated in Appendix 1.

7.26 Increase in salary rates and scales

A) Period from April 1, 2010 to March 31, 2011

Each salary rate and scale in force on March 31, 2010 shall be increased, effective April 1, 2010, by a percentage equal to 0.5%.

B) Period from April 1, 2011 to March 31, 2012

Each salary rate and scale in force on March 31, 2011 shall be increased, effective April 1, 2011, by a percentage equal to 0.75%.

C) Period from April 1, 2012 to March 31, 2013

Each salary rate and scale in force on March 31, 2012 shall be increased, effective April 1, 2012, by a percentage equal to 1.0%.

The percentage determined in the preceding paragraph shall be increased, effective April 1, 2012, by 1.25 times the difference between the cumulative growth (sum of the annual variations) of the Quebec nominal gross domestic product (GDP)¹ according to the Statistics Canada data for the years 2010 and 2011² and the cumulative growth forecasts (sum of the annual variations) of the Quebec nominal GDP for the same years, established at 3.8% for the year 2010 and at 4.5% for the year 2011. However, the increase thus calculated may not exceed 0.5%.

The increase stipulated in the preceding paragraph shall be applied to the employees' pay within sixty (60) days of publication of the Statistics Canada data for the Quebec nominal GDP for the year 2011.

D) Period of April 1, 2013 to March 31, 2014

Each salary rate and scale in force on March 31, 2013 shall be increased, effective April 1, 2013, by a percentage equal to 1.75%.

The percentage determined in the preceding paragraph shall be increased, effective April 1, 2013, by 1.25 times the difference between the cumulative growth (sum of the annual variations) of the

1 Gross domestic product, in terms of expenditures, for Quebec, at current prices. Source: Statistics Canada, CANSIM, Table 384-0002, CANSIM serial number v687511.

2 According to the first available Statistics Canada estimate of the Quebec nominal GDP for the year 2011 and its estimate at the same time of the Quebec nominal GDP for the years 2009 and 2010.

Quebec nominal gross domestic product (GDP)¹ according to the Statistics Canada data for the years 2010, 2011 and 2012² and the cumulative growth forecasts (sum of the annual variations) of the Quebec nominal GDP for the same years, established at 3.8% for the year 2010, 4.5% for the year 2011 and 4.4% for the year 2012. The increase thus calculated may not exceed 2.0%, minus the increase granted as of April 1, 2012 under the second subparagraph of paragraph C).

The increase stipulated in the preceding paragraph shall be applied to the employees' pay within sixty (60) days of publication of the Statistics Canada data for the Quebec nominal GDP for the year 2012.

E) Period from April 1, 2014 to March 31, 2015

Each salary rate and scale in force on March 31, 2014 shall be increased, effective April 1, 2014, by a percentage equal to 2.0%.

The percentage determined in the preceding paragraph shall be increased, effective April 1, 2014, by 1.25 times the difference between the cumulative growth (sum of the annual variations) of the Quebec nominal gross domestic product (GDP)¹ according to the Statistics Canada data for the years 2010, 2011, 2012 and 2013³ and the cumulative growth forecasts (sum of the annual variations) of the Quebec nominal GDP for the same years, established at 3.8% for the year 2010, 4.5% for the year 2011, 4.4% for the year 2012 and 4.3% for the year 2013. The increase thus calculated may not exceed 3.5%, minus the increase granted as of April 1, 2012 under the second subparagraph of paragraph C) and the increase granted as of April 1, 2013 under the second subparagraph of paragraph D).

The increase stipulated in the preceding paragraph shall be applied to the employees' pay within sixty (60) days of publication of the Statistics Canada data for the Quebec nominal GDP for the year 2013.

F) Adjustment as of March 31, 2015

Each salary rate and scale in force on March 30, 2015 shall be increased, effective March 31, 2015, by a percentage equal to the difference between the cumulative variation (sum of the annual variations) of the Consumer Price Index⁴ for Quebec according to the Statistics Canada for the collective agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015⁵ and the cumulative salary parameters (sum of the annual parameters) deter-

1 Gross domestic product, in terms of expenditures, for Quebec, at current prices. Source: Statistics Canada, CANSIM, Table 384-0002, CANSIM serial number v687511.

2 According to the first available Statistics Canada estimate of the Quebec nominal GDP for the year 2012 and its estimate at the same time of the Quebec nominal GDP for the years 2009, 2010 and 2011.

3 According to the first available Statistics Canada estimate of the Quebec nominal GDP for the year 2013 and its estimate at the same time of the Quebec nominal GDP for the years 2009, 2010, 2011 and 2012.

4 Consumer Price Index for Quebec. Source: Statistics Canada, CANSIM, Table 326-0020, CANSIM serial number v41691783.

5 For each collective agreement year, the annual variation of the Consumer Price Index corresponds to the variation between the average index for the months of April to March of the collective agreement year concerned and the average index for the previous months of April to March.

mined in paragraphs A) to E), including the adjustments resulting from the growth of the nominal GDP. However, the increase thus calculated may not exceed 1.0%.

7.27 Increase in premiums and supplements

Premiums and supplements in effect are increased as of the same date and by the same percentage as determined in paragraphs A) to F) in clause 7.26, except for the premiums and supplements paid as a percentage.

The rate of these premiums and supplements appear in the collective agreement.

ARTICLE 8

PREVIOUS EXPERIENCE

Placement in the salary scales

An employee covered by the collective agreement is placed in the salary scale which corresponds to the number of work hours in her regular workweek stipulated in Appendix 1 according to her previous experience and her post-graduate training, if any.

Notwithstanding what precedes, employees presently in the employ of the Employer and those hired later cannot be credited experience acquired during the year 1983 for the purpose of placement in the salary scale.

8.01 Experience

One (1) year of experience in her profession entitles an employee to one (1) echelon in the salary scale.

An employee who has left the health and social services sector or another employment for less than five (5) years is entitled to one (1) echelon in the salary scale for one (1) year of experience in her profession.

An employee who has left the health and social services sector or another employment for more than five (5) years is placed no higher than the second to last echelon in the salary scale according to her experience in her profession.

For the purpose of calculating the experience of part-time employees, each workday is equal to 1/225th of a year of experience if she is entitled to twenty (20) days of annual vacation, to 1/224th of a year of experience if she is entitled to twenty-one (21) days of annual vacation, to 1/223rd of a year of experience if she is entitled to twenty-two (22) days of annual vacation, to 1/222nd of a year of experience if she is entitled to twenty-three (23) days of annual vacation, to 1/221st of a year of experience if she is entitled to twenty-four (24) days of annual vacation and to 1/220th of a year of experience if she entitled to twenty-five (25) days of annual vacation.

8.02 Written attestation of experience and/or post-graduate training at time of hiring

At the time of hiring, the Employer must request that the employee present a written attestation of previous experience and/or of post-

graduate training, emitted by the Employer where this experience was acquired and/or the teaching institution which delivered the post-graduate courses.

Failing to request such attestations, the Employer cannot impose a term of limitation on the employee.

8.03 **Special provision**

If it is impossible for an employee to give written proof of this previous experience, she can, after having demonstrated this impossibility, provide the proof of her experience by declaring under oath all the pertinent details concerning the name of her Employer, the dates of employment and the nature of the work performed.

ARTICLE 9

PREMIUMS

9.01 **Evening and night premium**

A) An employee who works her entire shift between 14:00 and 08:15 receives an evening or night premium for each shift, in addition to her salary, depending on the case.

a) **Evening premium**

The evening premium is 4% of the employee's daily basic salary, including supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any.

b) **Night premium**

The night premium is:

11% of the daily basic salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee having between 0 and 5 years of seniority.

12% of the daily basic salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee having between 5 and 10 years of seniority.

14% of the daily basic salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee having 10 years and more of seniority.

B) An employee who works only part of her shift between 19:00 and 07:00 receives, in addition to her salary, a premium calculated as follows:

a) **Evening premium**

This premium is equivalent to 4% of the employee's basic hourly salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for hours worked between 19:00 and 24:00.

b) Night premium

For all hours worked between 0:00 and 07:00 the premium is:

11% of an employee's hourly basic salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 0 and 5 years of seniority.

12% of an employee's hourly basic salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 5 and 10 years of seniority.

14% of an employee's hourly basic salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with 10 years and more of seniority.

9.02 Higher evening and night premiums

A) Higher evening premium

An employee who offers and respects a minimum availability of sixteen (16) days out of twenty-eight (28) days on the evening and/or night shifts, including her position, if applicable, receives the following higher evening premium instead of the evening premium which would apply according to paragraphs A or B of clause 9.01:

Rate 2011-03-20 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
6%	6%	7%	7%	8%

B) Higher night premium

Except for the employee covered by paragraph C) of clause 9.02, an employee who offers and respects a minimum availability of sixteen (16) days out of twenty-eight (28) days on the evening and/or night shifts including her position, if applicable, receives the following higher night premium instead of the night premium that would be applicable by virtue of paragraphs A or B of clause 9.01:

Seniority	Rate 2011-03-20 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate as of 2013-04-01
0-5 years	12%	13%	14%	14%
5-10 years	13%	14%	14%	15%
10 years and more	15%	15%	16%	16%

The parties may decide by local arrangement to convert all or a part of the above-mentioned premium into paid time off for a full-time employee working a permanent night shift, providing such an arrangement does not incur any additional cost.

For the purpose of the preceding sub-paragraph, the mode of conversion of the night premium into paid days off is as follows:

12% is equivalent to 24 days;

13% is equivalent to 26 days;

14% is equivalent to 28 days;

15% is equivalent to 30 days;

16% is equivalent to 32 days.

The minimum availability requirements mentioned in this paragraph do not prevent a part-time employee from offering availability on the day shift.

The terms and conditions stipulated in clause 9.01 apply to these increased premiums.

C) Specific conditions for an employee who holds a full-time position working a permanent night shift

a) A full-time employee on the night shift who, on the date of the signature of this collective agreement, benefits from one (1) three (3)-consecutive-day weekend every two (2) weeks continues to benefit from this additional paid day off.

b) However, an employee who benefits from one additional paid day off does not receive the night premium stipulated in sub-paragraph B) of clause 9.02 except when she works overtime on the night shift.

c) Moreover, for all absences for which the employee receives a remuneration, benefit or indemnity, the salary¹ or, if applicable, the salary used to establish the benefit or indemnity, is reduced, during this absence, by the percentage of the night premium which would be applicable according to sub-paragraph B) of clause 9.02.

The preceding paragraph does not apply to the following absences:

a) statutory holidays;

b) annual vacation;

c) maternity, paternity and adoption leave;

d) absence for disability beginning on the sixth (6th) workday;

e) absence for employment injury recognized as such by the provisions of the *Act Respecting Industrial Accidents and Occupational Diseases*.

¹ Salary: Salary is understood as the basic salary including supplements and additional remuneration stipulated in Article 2 of Appendix 3, and Appendix 11, if any.

- d) When the conversion of the night premium to paid days off exceeds twenty-four (24) days, the employee receives an amount corresponding to the salary equivalent to the number of days not used which exceed twenty-four (24) no later than December 15 each year, and calculated according to the following formula:

$$\text{Number of days exceeding 24} \quad \times \quad \left[\frac{\text{Number of days worked during the reference year}}{204^1} \right]$$

For the first (1st) year of application, this amount is reduced on the basis of the number of days included between the date the collective agreement goes into effect and November 30, 2011 divided by 365 days.

- e) In the event of departure, change of status or shift, the amounts due, if applicable, are calculated according to the above-mentioned formula taking into account the number of days worked between December 1st and the date of departure, change of status or shift, depending on the case.
- f) An employee covered by this sub- paragraph may reintegrate a complete work schedule according to the conditions to be agreed upon by the Employer, the Union and the employee.
- g) A full-time employee who benefits from the paid days off by virtue of this clause conserves her status as a full-time employee.

9.03 Day/evening or day/night or day/evening/night rotation premium

- A) An employee who holds a rotation position receives a premium when the percentage of time worked on the evening or night shift of her position is equivalent or superior to 50% of the rotation cycle.

1. Day/evening rotation premium

The day/evening rotation premium is equivalent to 50% of the evening premium for all hours worked on the day shift of her position.

2. Day/night rotation premium

The day/night rotation premium is equivalent to 50% of the night premium for all hours worked on the day shift of her position.

3. Day/evening/night rotation

The day/evening/night rotation premium is equivalent to 50% of the weighted average of the evening and night premium rates established according to the hours worked on these shifts. The rate thus obtained is applied for all the hours worked on the day shift of her position.

¹ When the employee benefits from more than twenty (20) days of annual vacation, the number two hundred four (204) is reduced by the number of days exceeding twenty (20).

The applicable evening and night premiums are established according to the provisions stipulated in clauses 9.01 and 9.02.

At the end of her initiation and trial period in a rotation position, the employee maintained in her position is paid the premium retroactively to the first day worked on the day shift in her position.

- B) An employee who does a replacement in a position covered by paragraph A) is covered by this premium when the percentage of time worked on the evening or night shift is equivalent or superior to 50% of the cycle of rotation.

For the first cycle of rotation, an employee is paid the premium retroactively to the first day worked on the day shift when she has worked the cycle of evening or night rotation, depending on the case. However, in the case of a cycle of rotation of six (6) months and more, an employee is paid the premium retroactively to the first day worked on the day shift when she has worked the equivalent of 50% of the cycle of evening or night rotation, depending on the case.

In the case where an employee does not work at least 50% of her cycle of evening or night rotation, the premium paid for the hours worked on the day shift is recuperated by the Employer.

It is understood that the cycle of rotation is the period during which an employee works a set number of alternating evening and night, day and night or day, evening and night shifts.

At the end of the calculation of the percentage of time worked stipulated in this paragraph, the leave without pay for studies, the leaves stipulated in parental rights, the leaves for family responsibilities, as well as all authorized and paid absences stipulated in the collective agreement, except for the leave with differed pay, are considered as time worked.

9.04 Weekend premium

In addition to her salary, an employee receives a weekend premium equivalent to 4% of her basic hourly salary including salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, when her entire period of duty is between the beginning of the evening shift on Friday and the end of the night shift on Monday.

9.05 Critical care premium and higher critical care premium

An employee receives the critical care premium or the higher critical care premium for the hours worked in critical care.

The critical care units covered are the coronary care unit and the following centres of activities:

- emergency department;
- intensive care unit;
- neonatal unit;
- major burn unit.

A) Critical care premium

The critical care premium applies to the above-mentioned critical care units and is established as follows:

Rate 2011-03-20 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
10%	10%	11%	11%	12%

The premium applies to the employee's daily basic salary including salary supplements and the additional remuneration, if any, stipulated in Article 2 of Appendix 3 and Appendix 11.

B) Higher critical care premium

An employee who offers and respects a minimum availability of sixteen (16) days out of twenty-eight (28) days, including her position, if applicable, in one or another of the above-mentioned critical care units or centres of activities receives the following higher critical care premium instead of the premium stipulated in sub-paragraph A) of this clause:

Rate 2011-03-20 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
12%	12%	13%	13%	14%

The premium applies to the employee's daily basic salary including salary supplements and the additional remuneration, if any, stipulated in Article 2 of Appendix 3 and Appendix 11.

The availability requirements mentioned in this paragraph do not prevent the employee from offering availability in other centres of activities.

9.06 Split shift premium

An employee who is obliged to interrupt her work for a period longer than her meal period, or more than once per day except for the rest periods provided for in clause 7.14, receives the split-shift premium. This daily premium is:

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
3.51	3.54	3.58	3.64	3.71

9.07 Professional development premium

A licensed practical nurse who has successfully completed the six (6)-month operating room technician course, receives, in addition to her basic salary, a weekly premium of:

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
6.97	7.02	7.09	7.21	7.35

9.08 Orientation and clinical training premium

A) Nurses

An employee with the job title of nurse (2471) or northern clinic nurse (2491) and who assumes the responsibilities linked to the orientation and clinical training of employees and student interns receives an hourly premium corresponding to five percent (5%) of her basic hourly salary including salary supplements and the additional remuneration, if any, stipulated in Article 2 of Appendix 3 for each hour during which the employee assumes these responsibilities.

Notwithstanding the preceding, an employee with one of the job titles stipulated in the first (1st) paragraph and who assumes the responsibilities linked to orientation and clinical training of employees and student interns for more than half of her shift receives the hourly premium for her complete shift.

B) Respiratory therapists

An employee with the job title of respiratory therapist (2244) and who assumes the responsibilities linked to the orientation and clinical training of employees and student interns receives an hourly premium corresponding to two percent (2%) of her basic hourly salary including salary supplements and the additional remuneration, if any, stipulated in Article 2 of Appendix 11 for each hour during which the employee assumes these responsibilities.

Notwithstanding the preceding, an employee with one of the job titles stipulated in the first (1st) paragraph and who assumes the responsibilities linked to orientation and clinical training of employees and student interns for more than half of her shift receives the hourly premium for her complete shift.

ARTICLE 10

SETTLEMENT OF GRIEVANCES

In the case of grievances or any disagreement concerning employees' working conditions, the Employer and the Union will respect the following procedure:

10.01 An employee should discuss any problem concerning her working conditions with her immediate superior.

10.02 **Time limit for submitting a written grievance**

Any employee, alone or accompanied by a union representative, or the Union itself, on behalf of one (1) or several employees, may submit a written grievance to the person in charge of personnel or his representative with a copy to her immediate superior, if any, within thirty (30) days of the knowledge of the fact which led to the grievance, but no later than six (6) months after the occurrence of the fact which gave rise to the grievance.

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

10.03 However, the employee, or the Union itself, has a maximum of six (6) months following the occurrence of the fact which gives rise to a grievance to submit it to the person in charge of personnel or to his representative in the following cases:

1. years of previous experience;
2. salary;
3. job title;
4. premiums, supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and in Appendix 11;
5. quantum of salary insurance benefits;
6. eligibility for salary insurance benefits.

10.04 The date of the last fact giving rise to the grievance serves as the departure point for the calculation of the six (6)-month time limit.

10.05 **Collective grievance**

If several employees collectively or the Union itself believe that they have been wronged, the Union or the employees concerned may collectively avail themselves of the grievance and arbitration procedure.

10.06 If the date of the knowledge of the fact is contested, the arbitrator establishes, on the basis of the evidence, the date on which the employee or the Union learned of the fact which gave rise to the grievance.

10.07 **The Employer's response**

The Employer must give a response within fifteen (15) days of the date the grievance was filed. A copy of the response to the grievance is sent to the Union and the grievant, if any.

- 10.08 The parties hold a meeting within ninety (90) days of the filing of a grievance, during which they exchange information on the dispute. This meeting is held within thirty (30) days of the filing of the grievance in the case of grievances concerning dismissals, disciplinary or administrative suspension of five (5) days and more, violence or psychological harassment.
- 10.09 Within seven (7) days of the meeting stipulated in clause 10.08 or the end of the prescribed time limit for the meeting, the parties inform each other mutually of their respective position regarding the grievance.
- 10.10 An employee who leaves the service of the Employer without having received all amounts due by virtue of this collective agreement can claim these amounts according to the grievance and arbitration procedure.
- 10.11 **Exception**
The Union and the Employer may agree in writing to extend or shorten the time limits stipulated in this article. All written decisions agreed to between the parties are final and binding.

ARTICLE 11

ARBITRATION

- 11.01 One or the other of the parties may request that the grievance be brought to arbitration by sending a notice to the other party. This notice may not be sent before the end of the time period stipulated in clause 10.09 or, if the meeting has not been held, before the time period of ninety (90) days or thirty (30) days stipulated in clause 10.08 has expired. This notice may be sent at any time if the parties agree that the meeting will not be held. If neither party has sent such a notice to the other within a period of six (6) months after the filing of the grievance, it is deemed to have been withdrawn.

A) REGULAR PROCEDURE

- 11.02 **Determination of the arbitration procedure**

The parties proceed before a single (1) arbitrator.

In these cases, one party notifies the other of the name of the arbitrator it suggests; within ten (10) days of the receipt of this notice, the other party must indicate either its consent for the arbitrator proposed or the name of another arbitrator. If, following this procedure, there is no agreement on the choice of the arbitrator, one or the other of the parties asks the minister responsible for the application of the Labour Code to appoint the arbitrator.

The parties may also agree, at the local level, on a list of one (1) or several arbitrators for the duration of this collective agreement.

However, in all cases, the parties may agree to proceed before an arbitrator with assessors.

11.03 If the parties agree to proceed before an arbitrator with assessors, the following provisions apply:

a) Appointment of the assessors

Within fifteen days (15) days of the appointment of the arbitrator, each party appoints an assessor to assist the arbitrator and represent the party during the hearing of the grievance and the deliberations.

If one party fails to appoint its assessor within this time limit, the arbitrator may proceed in the absence of the assessor of the defaulting party.

b) Conditions for deliberations in the absence of an assessor

The arbitrator may deliberate in the absence of one of the assessors if the latter was duly convened in writing at least ten (10) days in advance and if he is absent without a motive deemed to be valid by the arbitrator.

11.04 Once named or chosen, the arbitrator must hold the first hearing within thirty (30) days, except if the parties agree otherwise.

11.05 In the case of grievances concerning the dismissal of an employee, an administrative measure affecting the link of employment in a permanent way, a disciplinary or administrative suspension of five (5) days and more, or grievances for psychological harassment or discrimination, the following procedure applies:

At least thirty (30) days before the hearing date, the parties hold a preparatory conference by telephone in which the arbitrator participates. The following elements are presented:

1. a general overview of the manner in which the parties intend to function for the presentation of the evidence;
2. the list of documents which the parties intend to table;
3. the number of witnesses which the parties intend to produce;
4. the nature of the expertise and experts called to testify, if any;
5. the expected length of the hearings;
6. admissions;
7. preliminary objections;
8. the ways of proceeding quickly and efficiently to the hearing, including the hearing dates scheduled.

In the event that it is necessary for one of the parties to make a change in one of the above elements, in support of its evidence, it must inform the arbitrator and the other party of this in advance.

11.06 The arbitrator may proceed ex parte if one or the other of the parties is not present or refuses to be heard on the date set for the hearing of the grievance without a reason deemed to be valid by the arbitrator. To do this, the parties must be duly convened by a written notice of at least five (5) clear days.

11.07 The arbitrator must deliver a written and motivated decision within sixty (60) days of the end of the hearing, unless the parties consent to extend the deadline for delivering the decision by a specific number of days.

11.08 The decision of the arbitrator is final and binding on the parties.

11.09 Jurisdiction in matters of administrative measures

In the case of an administrative measure stipulated in clause 3.11, the arbitrator may:

1. reinstate the said employee with full compensation;
2. maintain the administrative measure.

11.10 Jurisdiction in matters of disciplinary measures

In the case of a disciplinary measure, the arbitrator may, if a grievance is submitted to arbitration:

1. reinstate the said employee with full compensation, rights and privileges stipulated in the collective agreement;
2. maintain the disciplinary measure;
3. render any other decision deemed equitable under the circumstances, including, if need be, determination of the amount of compensation or damages to which an unjustly treated employee could be entitled.

Only the motives indicated in the notice stipulated in clause 3.09 may be invoked at the time of arbitration.

11.11 Resignation of an employee

The arbitrator can evaluate the circumstances surrounding the resignation of an employee and the value of the said consent.

11.12 Admission

No admission signed by an employee can be held against her before an arbitrator unless it is an admission which has been signed in the presence of a duly authorized representative of the Union.

11.13 Restrictive jurisdiction of the arbitrator

In no case does an arbitrator have the power to modify, amend or alter the text of this collective agreement.

11.14 Burden of proof

In all cases of grievances related to disciplinary measures, the burden of proof lies with the Employer.

In the case of a grievance concerning the criteria for obtaining a position, the burden of proof lies with the Employer.

11.15 Fixing of the quantum of the sum of money to be paid

In the case of a grievance involving a claim for a sum of money, the grievant may first ask the arbitrator in this grievance case to rule on the entitlement without being obliged to establish the sum of money being claimed. If it is judged that the grievance is founded, in part or in whole, and if the parties do not agree on the sum to be paid, simple written notice to the arbitrator shall require the latter to render a final decision; a copy of the notice is sent to the other party. In this case, the provisions of this article apply.

- 11.16 In no case can the arbitrator grant back pay for more than six (6) months from the date the grievance was filed.
- 11.17 If the arbitrator rules in favour of the payment of a sum of money, he may order that this amount bear interest in accordance with the provisions of Article 100.12 of the Labour Code.
- 11.18 **Powers of the arbitrator and assessors**
The arbitrator and the assessors possess the powers conferred on them by the Labour Code.
- 11.19 The *Comité patronal de négociation du secteur de la santé et des services sociaux*, on the one hand, and the *Fédération interprofessionnelle de la santé du Québec* for its affiliated unions, on the other, can agree that one (1) or several grievance(s) filed locally have provincial scope and, consequently, proceed to a single arbitration.
The decision resulting from such an arbitration is binding on all the institutions and Unions concerned by the grievance(s), and on the employees in the bargaining units of these Unions.
- 11.20 The arbitration is held in the institution unless there is no available room.
- 11.21 Each party is responsible for the expenses and fees of its assessor.

B) SUMMARY PROCEDURE

- 11.22 The summary procedure applies to the provisions of the collective agreement regarding one or the other of the matters stipulated in Appendix A.1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (RSQ, c.R-8.2) negotiated and agreed to by the local parties.
Until the date of the coming into effect of the first provisions negotiated and agreed to at the local level, the parties may, after agreement, agree to bring to arbitration according to the summary procedure any grievance concerning one or the other of the subjects provided for in Appendix A.1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors. (RSQ, c.R-8.2).
The parties may, after agreement, consent to proceed to arbitration according to the summary procedure on other matters.
The conditions stipulated in the following clauses apply.
- 11.23 The hearing is held before an arbitrator chosen by the parties at the local level.
- 11.24 The hearing of grievances under this procedure should be limited to one (1) day per grievance.
- 11.25 The arbitrator must hear the case, on merit, before rendering a decision on a preliminary objection, unless he can rule on this objection immediately; he must subsequently, upon the request of one or the other of the parties, motivate his decision in writing.
- 11.26 No document may be submitted by the parties more than five (5) days after the hearing.

- 11.27 The arbitrator must hold the hearing within fifteen (15) days of the date when he agreed to act as arbitrator and he must render his decision in writing in the fifteen (15) days following the hearing.
- 11.28 The arbitrator's decision constitutes a ruling on a specific case.
- 11.29 The arbitrator chosen according to the summary procedure has all the powers granted to him by the Labour Code.

C) FAST-TRACK PROCEDURE

- 11.30 The local parties may agree to entrust the hearing of a grievance to the Fast-track procedure offered by the *Ministère du Travail*.

D) MEDIATION

- 11.31 One of the parties may signify its intention of using the mediation procedure in view of settling one or several grievances. The other party must, within the fifteen (15) following days, signify its agreement or disagreement.
- 11.32 If the parties consent, they agree on the choice of an arbitrator. Failing an agreement, the regular arbitration procedure or the summary arbitration procedure will apply, as the case may be.
- 11.33 The local parties may agree on any other conditions of functioning pertaining to the mediation procedure.
- 11.34 If the dispute is not settled during the mediation process, the parties may then agree to use the summary arbitration procedure or the regular arbitration procedure.
- 11.35 Statements made during mediation may not be presented during arbitration.
- 11.36 The local parties may also agree on any other mediation formula.
- 11.37 In all cases, the fees and expenses incurred for the nomination of a mediator and the accomplishment of his mandate are paid for jointly and equally by the Employer and the Union.

E) ARBITRATION COSTS

- 11.38 The grievance arbitrator's fees and expenses are paid for by the party who filed the grievance if the latter is rejected, or by the party against whom the grievance was filed if the grievance is upheld. If the grievance is upheld in part, the arbitrator determines the proportion of the expenses and fees which each of the parties will have to pay.

However, in the case of an arbitration presented according to the procedure for the settlement of a dispute related to a disability provided for in clause 23.27 of the collective agreement and, in the case of an arbitration regarding a dismissal, the arbitrator's fees and expenses, with the exception of those stipulated in clause 11.39, are not paid for by the union party.

- 11.39 In all cases, the fees and expenses related to the postponement of a hearing or the withdrawal of a grievance, are paid for by the party that requests the postponement or who initiates the withdrawal.
- 11.40 Despite any other provision of the collective agreement, in the case of a disagreement, other than a grievance, submitted to a third party, the fees and expenses of the third party are divided equally between the Employer and the Union.

Transitional measures

- 11.41 The provisions regarding arbitration expenses stipulated in the clause on arbitration in the 2000-2002 or 2000-2003 collective agreement continue to apply for one or the other of the matters provided for in Appendix A.1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sector (RSQ, c.R-8.2) if it is filed before the date the first local provisions regarding this matter come into force.

The provisions regarding arbitration expenses stipulated in the clause on arbitration in the 2000-2002 or 2000-2003 collective agreement continue to apply in the case of a grievance concerning one or the other of the matters negotiated and agreed to at the Quebec level if it is filed before May 14, 2006.

ARTICLE 12

SENIORITY

A) APPLICATION

- 12.01 The provisions concerning seniority apply to full-time and part-time employees.
- 12.02 An employee may use her seniority rights for all positions included in the bargaining unit in accordance with the rules stipulated in this collective agreement.
- 12.03 Seniority is expressed in calendar years and days.

B) ACQUISITION

- 12.04 Full-time or part-time employees acquire the right to exercise their seniority rights once the probationary period is completed. Once this probationary period is completed, the last date of beginning of employment serves as the departure point for the calculation of seniority.
- 12.05 The seniority of a part-time employee is calculated in calendar days. To this end, she is entitled to 1.4 days of seniority for each regular workday as stipulated in her job title, each day of annual vacation taken and each statutory holiday. For the purpose of the calculation of statutory holidays, 1.4 days of seniority is added to the employee's seniority at the end of each accounting period (13 periods per year).

When a part-time employee works a different number of hours from the one stipulated in her job title for a regular workday, her seniority for this day is calculated on the basis of the number of hours worked in relation to the number of hours of the regular workday, multiplied by 1.4.

Overtime hours are excluded from the calculation of seniority.

- 12.06 A part-time employee cannot accumulate more than one year of seniority per financial year (April 1 to March 31).
- 12.07 Each time a comparison between the seniority of a full-time employee and that of a part-time employee must be established, the latter cannot obtain recognition for more seniority than the full-time employee for the period that has elapsed between April 1 and the date the comparison is made.

C) PROTECTION AND ACCUMULATION

- 12.08 The full-time employee keeps and accumulates her seniority in the following cases:
 - 1. layoff, in the case of an employee who benefits from the provisions of clause 15.03;
 - 2. layoff, for twelve (12) months, in the case of an employee who does not benefit from the provisions of clause 15.03;
 - 3. absence due to an accident or illness other than an employment injury (mentioned below) for the first twenty-four (24) months;
 - 4. absence due to an employment injury, recognized as such according to the provisions of the Act Respecting Industrial Accidents and Occupational Diseases;
 - 5. an authorized absence except when there are provisions to the contrary in this collective agreement.
- 12.09 A part-time employee benefits from the provisions of the preceding paragraph on a basis proportional to the weekly average number of days of seniority accumulated in the course of the last twelve (12) months of service or since her effective date of employment, whichever date is closest to the beginning of her absence. These days are accumulated regularly.
- 12.10 An employee keeps but does not accumulate seniority in the following case: absence due to an accident or illness other than an employment injury (mentioned above) from the twenty-fifth (25th) to the thirty-sixth (36th) month after this accident or illness.

D) LOSS OF SENIORITY AND EMPLOYMENT

- 12.11 An employee loses her seniority and employment in the following cases:
 - 1. voluntary termination of employment;
 - 2. in the case of a student, return to full-time study constitutes a voluntary termination of her employment. Only those students hired for the vacation period and the replacement of annual vacation are affected by the provisions of this paragraph;

3. dismissal;
4. refusal or neglect of an employee laid off, according to the provisions of Article 14, to accept to return to work when called back, within seven (7) calendar days of the recall to work, without valid reason. The employee must return to work in the seven (7) calendar days following her response to the Employer. The employee is recalled to work by registered mail forwarded to her last known address.
5. layoff exceeding twelve (12) months, except for employees who benefit from the provisions of clause 15.03;

This paragraph does not apply to the employee who was not able to obtain a position in accordance with the definition of "part-time employee" in the context of the granting of positions stipulated in Letter of Understanding No. 1.

6. absence for accident or illness other than an employment injury (mentioned above) after the thirty-sixth (36th) month of absence.

An employee loses her seniority in the following case: absence without notice or without valid reason for more than three (3) consecutive workdays.

E) INFORMATION

- 12.12 Within sixty (60) days of the date this agreement comes into effect, and then each year, within fourteen (14) days following the end of the pay period covering March 31, the Employer remits to the Union the list of seniority accumulated to March 31 for all employees included in the bargaining unit.

The day it is remitted to the Union, this list is posted by the Employer in the usual places for a period of sixty (60) calendar days, during which any employee concerned or the Employer may ask that the list be corrected. At the end of the sixty (60) calendar-day period, the list becomes official in regard to seniority, subject to disputes raised during the posting period.

If an employee is absent during the entire posting period, the Employer sends her a written notice indicating her seniority. In the sixty (60) days following reception of this notice, the employee may contest her seniority.

- 12.13 In the fifteen (15) days that follow the end of each accounting period, the Employer sends the Union a list of part-time employees and the number of hours worked by each employee, excluding overtime.

ARTICLE 13

COMMITTEE ON CARE

13.01 **Committee on care**

A Committee on Care is set up in the thirty (30) days that follow the coming into effect of this collective agreement.

13.02 **Composition of the Committee**

It is composed of three (3) people appointed by the Union, at least two (2) of which work for the Employer, and three (3) people appointed by the Employer.

The third (3rd) person appointed by the Union may be an external representative of the said Union.

13.03 **Role of the Committee**

The role of the Committee is to study the complaints of employees concerning their workload. The Committee may also study any question directly related to care.

13.04 The Committee meets at the request of one or the other of the parties.

13.05 The employees who sit on this committee are entitled to union leaves without loss of salary.

13.06 An employee who believes she has been wronged with regard to the subjects stipulated in clause 13.03 makes a written complaint to the Committee.

If several employees collectively or the Union itself believe they have been wronged with regard to the subjects stipulated in clause 13.03, the Union may address a written complaint to the Committee.

13.07 In the five (5) days following the presentation of the complaint, the Committee meets, formulates its recommendations in writing and presents them to the Employer. A copy of the recommendations is sent to the Union.

13.08 The Employer must give his decision in writing within five (5) days of the reception of the recommendations from the Committee.

13.09 If, due to the Employer's refusal, the Committee cannot meet within a reasonable time period, or if the Employer fails to render a decision in the prescribed time period, or if the decision is not to the satisfaction of the employee or the Union, one or the other may request the intervention of a resource person at the end of the time period stipulated in clause 13.08.

13.10 The local parties agree on the choice of the resource person within ten (10) workdays of the request. Each bargaining party appoints five (5) persons from nursing and one (1) person from respiratory therapy to make up two (2) lists of resource persons for a total of twelve (12) persons.

13.11 Failing agreement between the local parties on the choice of the resource person, Mrs. Lise Labelle appoints the person from the list agreed upon by the bargaining parties.

- 13.12 The resource person is responsible for gathering the facts from the two parties and trying to bring them to agree. She has a maximum of five (5) workdays to do this.
- 13.13 If the complaint is not settled within the set time period, the resource person submits a written report and the evidence gathered to the local parties and to the arbitrator assigned, if such is the case.
The employee or the Union, on behalf of one (1) or several employees, may make a written request for arbitration, within thirty (30) days of the date of the presentation of the resource person's report.
- 13.14 The parties agree on the choice of the arbitrator. Failing an agreement between the parties, the arbitrator is appointed by the minister in charge of the application of the Labour Code from the annotated list of arbitrators.
- 13.15 The arbitrator deals with the complaint according to the summary procedure, after having received the observations of the parties.
The arbitrator's decision must be motivated and rendered in writing within three (3) weeks of his nomination. The arbitrator transmits the decision to the Minister of Health and Social Services and to the parties.
- 13.16 The decision of the arbitrator is binding on the parties. Except if otherwise indicated in the arbitration award, this decision must be applied within thirty (30) days, unless this is absolutely impossible.

ARTICLE 14

LAYOFF PROCEDURE

I - SPECIAL MEASURES

- 14.01 1- **Change of vocation with the creation of a new institution or integration into one or more institutions that assume(s) the same vocation for the same population (whether or not it is a new legal entity)**
- A) As long as there is an equal or greater number of jobs to be filled in the same job title and the same status, employees benefiting from job security must choose a position in their institution or in another institution by order of seniority. If they fail to do this, they are deemed to have resigned.
- B) In the event that the number of positions to be filled in the same job title and the same status is less than the number of employees with the same job title and status who benefit from job security, the latter choose a position with the same job status in their institution or in another institution by order of seniority according to the following order:
1. in the same job title;
 2. if there is no available employment in the same job title, employees choose a position in the same sector of activities providing they meet the normal requirements of the job;

3. if there is no available employment in the same sector of activities, employees choose a position in another sector of activities providing they meet the normal requirements of the job.

However, the application of the provisions in paragraph 2 and 3 cannot have the effect of preventing an employee who benefits from job security from choosing a position in her job title. Moreover, the application of the provisions stipulated in paragraph 3 cannot have the effect of preventing an employee benefiting from job security from choosing a position in her sector of activities.

If they fail to make a choice by virtue of paragraphs 1 and 2, the employees are deemed to have resigned.

- C) If there remain positions to be filled, employees who hold positions and who do not benefit from job security choose a position in their institution or in another institution by order of seniority. This choice is made in a position with the same status and same job title. Failing this, the choice is made in another job title of the same sector of activities providing they meet the normal requirements of the job. If they fail to do this, they are deemed to have resigned.
- D) Until the new organizational plan comes into effect, when the Employer abolishes a position in a centre of activities, the employee with that job title and status having the least seniority in this centre of activities is affected. If the employee chooses a position in another institution, she is transferred to this institution to the position that she chose as soon as she is able to fill it. Meanwhile, the employee who benefits from job security is registered on the replacement team in her institution and the employee who does not benefit from job security is registered with the *Service Régional de Main-d'oeuvre* (SRMO) and benefits from the provisions related to priority of employment.

Employees who are not able to obtain a position are laid off and are registered with the SRMO. The employees who do not benefit from job security benefit from the provisions related to priority of employment.

2- Change of vocation without the creation of a new institution or integration into another institution

- A) As long as there is an equal or greater number of positions to be filled in the same job title and the same status, employees who benefit from job security shall choose a position by order of seniority. If they fail to do this, they are deemed to have resigned.
- B) In the event that the number of positions in the same job title and the same status is less than the number of employees in this job title and status who benefit from job security, these employees choose between remaining in the institution or leaving it, by order of seniority.

However, if the number of employees who benefit from job security who choose to remain in the institution is not sufficient to fill the available positions, they will have to be filled by the employees with the least seniority among those with the same job title and the same status who benefit from job security.

Until the new organizational plan comes into effect, when the Employer abolishes a position or closes a centre of activities, and the employee affected benefits from job security and chooses to leave the institution, she is laid off. If the employee chooses to remain in the institution, she takes the position of the employee with the same job title and the same status having the most seniority in the institution who has chosen to leave. In the event that there are not enough employees who have chosen to leave, she takes the position of the employee with the same job title and the same status who has the least seniority in the institution. If the employee affected by the abolition of the position or the closure of a centre of activities does not benefit from job security, she takes the position of the employee in the same sector of activities and same status with the least seniority in the institution providing she meets the normal requirements of the job. The employee thus affected or the employee who is not able to obtain a position is laid off.

When an organizational plan comes into effect, employees who benefit from job security and who remain in the institution will have to choose, by order of seniority, among the positions to be filled, a position with the same status according to the order stipulated in section B of clause 14.01-1.

If they fail to make a choice, they are deemed to have resigned.

- C) If positions remain to be filled, employees who hold positions and who do not benefit from job security choose a position by order of seniority. They make this choice for a position with the same status and same job title. Failing this, they can make their choice for a position with another job title in the same sector of activities providing they meet the normal requirements of the job. If they fail to do this, they are deemed to have resigned.

Employees who are not able to obtain a position are laid off and are registered with the SRMO. Employees who do not benefit from job security benefit from the provisions related to priority of employment.

14.02 1- Total closure of an institution with the creation of a new institution or integration of this institution, or part thereof, into one or several other institutions

- A) As long as there is an equal or greater number of jobs to be filled in the same job title and the same status, employees who benefit from job security shall choose a position by order of seniority in another institution. If they fail to do this, they are deemed to have resigned.

- B) In the event that the number of positions in the same job title and the same status is less than the number of employees who benefit from job security with the same job title and status, the latter choose a position in another institution by order of seniority according to the order stipulated in section B, of clause 14.01-1. If they fail to do this, they are deemed to have resigned.

Until the date of the definite closure of the institution, when the Employer abolishes a position in a centre of activities, the employee with that job title and status who has the least seniority in that centre of activities is laid off. If this employee chooses a position in another institution and the position is vacant, she is transferred to this position. In the event that this employee does not have job security, she takes the position of the employee in the same sector of activities and the same status with the least seniority in the institution providing that she meets the normal requirements of the job. The employee thus affected or the employee who is not able to obtain a position is laid off.

- C) If there remain positions to be filled, employees who hold positions and who do not have job security choose a position in another institution by order of seniority. They can exercise their choice for a position with the same status and the same job title. Failing this, they exercise their choice in another job title in the same sector of activities providing they meet the normal requirements of the job. If they fail to do this, they are deemed to have resigned.

Employees who are not able to obtain a position are laid off and are registered with the SRMO. Employees who do not benefit from job security benefit from the provisions related to priority of employment.

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

Until the date of the definite closure of the institution, when the Employer abolishes a position in a centre of activities, the employee with that job title and status who has the least seniority on a shift in that centre of activities is laid off. In the event that this employee does not have job security, she takes the position of the employee in the same sector of activities and the same status with the least seniority in the institution providing she meets the normal requirements of the job. The employee thus affected or the employee who is not able to obtain a position is laid off.

On the date of the permanent closure of the institution, employees who are still employed by the institution are laid off and are registered with the SRMO. Employees who do not benefit from job security benefit from the provisions related to priority of employment.

14.03 Total or partial closure of one or more centre(s) of activities with the creation or integration of this or part of this or these centre(s) of activities into one or several institution(s) who take on, for the same population, the vocation previously assumed by this or these centres of activities

When the Employer partially closes a centre of activities, the employees affected are those with the least seniority in the job title and job status.

Employees whose positions are abolished choose a position in the same job title and job status in another institution by order of seniority, on the basis of available employment.

However, in the event that the number of positions to be filled in the same job title and same status is less than the number of employees benefiting from job security whose positions were abolished, the latter shall choose between availing themselves of the bumping and/or layoff procedure or filling an available position in another institution by order of seniority. If there remain available positions, they are then filled by the employees with the least seniority among those who benefit from job security.

Employees who refuse this transfer are deemed to have resigned.

If there are not enough available positions in the same job title and the same status, the other employees are covered by the bumping and/or layoff procedure.

14.04 Merger of institutions

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

- A) In the case where the organizational plan resulting from the merger of institutions provides for the partial closure of a centre of activities with the creation of or integration into one or several other centres of activities, the provisions of clause 14.05 apply.
- B) In the case where the organizational plan resulting from the merger of institutions provides for the closure of centres of activities without creation or integration into one or several other centres of activities, the provisions of the bumping and/or layoff procedure apply.
- C) In the case where the organizational plan resulting from the merger of institutions provides for the closure of centres of activities with the creation or integration into one or several other centres of activities or the merger of centres of activities, the provisions provided for in clause 14.07 apply.

14.05 Total or partial closure of one or more centre(s) of activities with the creation of or integration into one or several centre(s) of activities

When the Employer partially closes a centre of activities, the employees affected are those with the least seniority in the job title and job status concerned.

Employees whose positions are abolished choose a position in the same job title and job status in another centre of activities by order of seniority, on the basis of available employment.

However, in the event that the number of positions to be filled in the same job title and same status is less than the number of employees benefiting from job security whose positions were abolished, the latter shall choose between availing themselves of the bumping and/or layoff procedure, or filling an available position in another centre of activities, by order of seniority. If there remain available positions, they are then filled by employees with the least seniority among those who benefit from job security.

Employees who refuse this transfer are deemed to have resigned.

If there are not enough available positions in the same job title and the same status, the other employees are covered by the bumping and/or layoff procedure.

14.06 Closure of one or several centre(s) of activities without the creation of or integration into one or several other centre(s) of activities

In the event of the closure of one or several centre(s) of activities, the bumping and/or layoff procedure applies.

14.07 Merger of centres of activities

Employees are transferred in the same job title and the same status to the new centre of activities, on the basis of available employment.

In the event that the number of positions to be filled is less than the number of employees concerned, the positions are filled by employees with the same job title and the same status by order of seniority. If an employee refuses, she is deemed to have resigned.

If there are not enough positions available in the same job title and the same status, the other employees are covered by the bumping and/or layoff procedure.

14.08 In the context of the special measures provided for in clauses 14.01 to 14.07, upon request of one or the other of the parties, the latter meet in order to agree, if necessary, on alternatives liable to reduce their impact on employees. They may also agree, by local arrangement, on other conditions for the application of clauses 14.05 to 14.07.

14.09 An employee who cannot be transferred to another institution by virtue of clauses 14.01 and 14.03, or to another centre of activities by virtue of clause 14.05 or to the merged centre of activities by virtue of clause 14.07, and the employee who is covered by clause 14.06 are considered, if they benefit from job security, to have applied for all positions which become vacant or are created during the advance notice period stipulated in clause 14.10, providing that the number of work hours of the position is equivalent to or greater than the number of work hours of their position.

If the position may be granted to two (2) or more employees covered by the first paragraph, the position is then offered to them by order of seniority and the least senior employee is obliged to accept it, if none of those having more seniority than she accept it.

If the employee cannot, after her nomination, occupy her new position immediately, this position is considered to be temporarily without its

incumbent until she can occupy it, at the latest at the end of the advance notice period stipulated in clause 14.10.

If an employee covered by the first paragraph refuses the position that is offered to her according to the procedure stipulated above, she is deemed to have resigned.

- 14.10 In the case stipulated in clause 14.01 to 14.04, the Employer gives an advance notice of at least four (4) months to the SRMO, the regional parity committee on job security, the Union and the employee.

In the cases stipulated in clauses 14.05 to 14.07, the Employer gives a written notice of at least two (2) months to the Union and the employee.

Except for the employee, this notice includes the name, address and job title of the employees concerned. The notice to the SRMO also includes the telephone number of the employees concerned.

The notice transmitted to the Union also includes the following information:

- the expected time frame;
- the nature of the re-organization;
- any other information concerning this re-organization.

An employee affected by a layoff receives a written notice of at least two (2) weeks.

- 14.11 The transfer of employees resulting from the application of clauses 14.01 to 14.07 are made within the same administrative region covered by a regional health and social services board. However, transfers can also be made outside the said region if they are located within the locality as defined in clause 15.10.

The employee transferred outside of her locality as defined in clause 15.10, is entitled to the mobility premium stipulated in clause 15.11 and the moving expenses stipulated in Appendix 7, if applicable.

To be entitled to these reimbursements, the employee must move no later than six (6) months after the date she begins duty in the new position.

- 14.12 For the purpose of the application of this article, the word "institution" includes community services.

- 14.13 The institution which assumes and/or creates one or several new centres of activities cannot hire candidates from outside if this has the effect of depriving the employees of one or several centre(s) of activities that is/are closing of a position in the new institution or in the new centre of activities.

The employee transferred by virtue of the provisions of clauses 14.01, 14.02 and 14.03 carries her seniority with her to her new Employer.

In the case where, following the application of the pertinent legislative provisions, the transferred employee finds herself in a group of non-unionized employees, each employee thus transferred is governed, in the absence of regulations covering her, by the provisions of the collective agreement, for matters negotiated at the Quebec level, insofar

as they are applicable individually, as an individual work contract, until such a time as there exists a collective agreement in that institution.

- 14.14 For the purpose of the application of the measures stipulated in this collective agreement, the movements of personnel are done by status.

In the case of a part-time employee, these provisions apply for positions with a number of hours equivalent to or greater than the number of hours of the position she holds.

- 14.15 An employee benefiting from job security who, following the application of the measures stipulated in clauses 14.01-1, 14.01-2 and 14.02-1, chooses a position in another job title, can obtain it if she meets the normal requirements of the job.

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

14.17 Abolition of one or several positions

In the case of the abolition of one or several non-vacant positions, the Employer will give a written notice of at least four (4) weeks to the Union, indicating the position or positions to be abolished. This notice may also include any other information concerning this abolition. Upon request by one or the other of the parties, the latter will meet in order to agree, if need be, on alternatives liable to reduce the impact on employees.

The bumping and/or layoff procedure applies.

II - BUMPING AND/OR LAYOFF PROCEDURE

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

- must take into consideration the seniority of employees;
- must take into consideration the status of employees;
- must take into consideration the employee's capacity to meet the normal requirements of the job;
- must not result in the layoff of an employee benefiting from job security as long as an employee who does not benefit from job security can be laid off, on the basis of the three (3) preceding principles.

An employee who bumps outside of a fifty (50)-kilometre radius from her locality benefits from the mobility premium and moving expenses, if any. In order to be entitled to these reimbursements, the employee must move no later than six (6) months following the date she begins her duties in her new position.

- 14.19 An employee who bumps an employee who holds a position with a lesser number of hours than that of the position she held has her salary set proportionally to her work hours.

- 14.20 Subject to provisions to the contrary in this article, an employee who is reassigned to another position, by virtue of this article, does not suffer a drop in the salary stipulated for her job title.

- 14.21 If following the application of the bumping and/or layoff procedure, employees covered by clauses 15.02 or 15.03 are effectively laid off, these employees shall be reassigned to another position according to the mechanisms stipulated in Article 15. As for other employees, they shall be registered with the SRMO and benefit from the provisions relating to priority of employment.

ARTICLE 15

JOB SECURITY

- 15.01 An employee covered by clause 15.02 or 15.03 who suffers a layoff following the application of the bumping and/or layoff procedure or a special measure stipulated in Article 14, or following the total closure of her institution or the total destruction of her institution by fire or otherwise, benefits from the provisions stipulated in this article.
- 15.02 An employee having less than two (2) years of seniority and who is laid off is governed by the rules that apply to employees on the availability list. She is registered with the Service régional de main-d'œuvre (SRMO) and benefits from priority of employment in the Health and Social Services Sector. She is reassigned, according to the mechanisms stipulated in this article, to an available position for which the institution would have to hire an outside candidate.

This employee must receive a written notice of layoff at least two (2) weeks in advance. A copy of this notice is sent to the Union.

While waiting to be reassigned, an employee does not accumulate sick leave days, vacation days or statutory holidays.

Moreover, this employee does not receive any indemnity during this waiting period and she is not entitled to the mobility premium, moving and living expenses or the severance pay stipulated in this article.

- 15.03 An employee having two (2) years and more of seniority and who is laid off is registered with the SRMO and benefits from the job security plan as long as she has not been reassigned to another position in the Health and Social Services Sector according to the procedures stipulated in this article. She is also registered on the replacement team of the institution,

The job security plan includes the following benefits exclusively:

1. reassignment in the Health and Social Services Sector;
2. the maintenance of the following benefits:
 - a) standard life insurance plan;
 - b) basic drug insurance plan;

- c) salary insurance plan;
 - d) pension plan;
 - e) accumulation of seniority according to the terms this collective agreement and of this article;
 - f) vacation plan;
 - g) transfer of her sick-leave days and vacation days accumulated at the time of her reassignment with the new Employer, minus the days used during her waiting period;
 - h) parental rights stipulated in Article 22;
3. A layoff indemnity.

The layoff indemnity must be equivalent to the salary stipulated for the job title of the employee or to her salary outside the scale, if applicable, at the time of her layoff. In the case of a part-time employee, the layoff indemnity is equivalent to the average weekly salary for the hours worked in the course of the last twelve (12) months of service. However, this indemnity cannot be lower than the salary corresponding to the regular hours¹ of the position she held when she was laid off.

The premiums for evenings and nights, split shifts and inconveniences not suffered are excluded from the basis of calculation of the layoff indemnity.

The indemnity is adjusted on the date of statutory increase and on the date of change of echelon, if any.

Union dues continue to be deducted.

The employee ceases to receive her layoff indemnity as soon as she is reassigned in the Health and Social Services Sector or as soon as she fills a position outside of this sector.

The employee who, on her own initiative, between the time she is effectively laid off and her reassignment notice, finds employment outside the Health and Social Services Sector or who, for personal reasons, decides to leave this sector permanently, and submits her resignation in writing to her Employer, is entitled to an amount equivalent to six (6) months of layoff indemnity as severance pay.

15.04 For the purpose of acquiring the right to job security or to priority of employment, seniority does not accumulate in the following cases:

- 1. an employee laid off;

¹ For the purpose of the application of this article, the regular hours of a part-time position correspond to the weekly average number of hours planned when it was filled by virtue of the provisions concerning voluntary transfers to which is added, if applicable, the weekly average number of other hours worked in the said position by the employee who holds the position of by another employee in the course of the last twelve (12) months. However, the hours worked in an assignment of limited duration or to meet a temporary workload and those worked as overtime are excluded from the calculation. If the part-time position was created less than twelve(12) months ago, the average is calculated on the basis of the number of weeks that have elapsed since its creation.

2. an employee benefiting from an authorized leave of absence without pay after the thirtieth (30th) day following the beginning of the absence, with the exception of absences stipulated in clauses 22.05, 22.15, 22.19, 22.19A, 22.21A and 22.22A;
3. an employee benefiting from a leave due to illness or accident after the ninetieth (90th) day following the beginning of the leave, excluding employment injuries and professional diseases recognized as such by the *Commission de la santé et de la sécurité du travail*;

15.05 Replacement team

1. The replacement team is composed of employees who have been laid off and who benefit from job security as stipulated in clause 15.03. The replacement team is used to fill positions temporarily without their incumbents, to meet temporary work overloads, to perform work of a limited duration or for any other reason agreed upon locally by the parties, providing that they meet the normal requirements of the job.

When an employee works in a replacement, she benefits from the provisions of the collective agreement. However, in this case, her remuneration may not be less than the layoff indemnity stipulated in clause 15.03.

2. An employee may be temporarily assigned to a comparable part-time position, vacant or newly-created, for which she meets the normal requirements of the job, with a number of hours that is less than the regular number of hours of the position she held. For the term of the assignment, the position is not posted and is not subject to the provisions for voluntary transfers.

The employee thus assigned temporarily continues to be covered by the provisions of this article. She remains on the replacement team to complete her workweek.

3. The assignment of employees on the replacement team is conducted by inverse order of seniority and in a comparable position. Employees on the replacement team are assigned in priority to employees on the availability list.

However, any assignment to a full-time position must be granted in priority to a full-time employee, regardless of the seniority of part-time employees.

4. An employee on the replacement team cannot refuse the assignment proposed by the Employer. However, she can be unavailable two (2) days per week. The Employer informs the employee at least seven (7) days in advance of the date of these two (2) days off. An employee who refuses the proposed assignment is deemed to have resigned.
5. The Employer may assign an employee on the replacement team to an assignment granted to an employee on the availability list when he has notified the latter that her assignment would end on this date.

6. The Employer can assign an employee on the replacement team outside of the replacement territory defined in paragraph 1 of clause 15.10 on the following conditions:
 - a) he pays the employee the travel and living expenses stipulated in Article 26 (Travel allowance)
 - b) he can assign the employee only for a replacement of a minimum of five (5) workdays;
 - c) the Employer can only assign the employee for a short replacement period (a maximum of one (1) month), limiting the number of assignments to a maximum of four (4) non-consecutive assignments per year,
 - d) the employee cannot be maintained on such an assignment and must be reassigned to a replacement inside the replacement territory defined in paragraph 1 of clause 15.10 as soon as such a replacement is available, notwithstanding the seniority rules stipulated in paragraph 3 of clause 15.05;
 - e) a replacement outside the replacement territory defined in paragraph 1 of clause 15.10 is only used exceptionally.

Reassignment procedure

- 15.06 An employee is reassigned to a position for which she meets the normal requirements of the job taking into account seniority. The requirements must be pertinent and related to the nature of the duties.
- 15.07 A full-time position is granted in priority to a full-time employee and this, regardless of the seniority of part-time employees.
- 15.08 The reassigned employee does not suffer a drop in salary in relation to the job title she held at the time she was laid off. An employee may, if she so wishes, accept a part-time position composed of a lesser number of hours than that of the position she held. In this case, her salary will be proportional to her work hours.

15.09 Institution

1. The full-time employee benefiting from clause 15.03 is considered as having applied for any comparable position with the same job status which becomes vacant or is newly created in the institution where she is an employee and for which she meets the normal requirements of the job. In the case of a part-time employee, this candidacy applies for any comparable position, with an equal or greater number of hours than the regular number of hours of the position the employee held, and for which she meets the normal requirements of the job.

If she is the only candidate or the candidate with the most seniority, she is granted the position. If she refuses it, she ceases to benefit from the provisions of this article and is deemed to have resigned.

2. If the seniority of another candidate for this position is greater than that of the employee benefiting from clause 15.03, the Employer grants the position according to the provisions for voluntary transfers, on the condition that this candidate frees a comparable position that is accessible for the employee with the most seniority benefiting from clause 15.03.

In the opposite case, the position is granted to the employee benefiting from clause 15.03 who has the most seniority. If she refuses, she ceases to benefit from the provisions of this article and is deemed to have resigned.

3. The employee who obtains a position in accordance with this paragraph cannot decide to reintegrate the replacement team, but must do so at the Employer's request, without prejudice to her vested rights.
4. The rules stipulated in the preceding paragraphs apply to the other vacancies created by a promotion, transfer, or demotion, until the end of the process in conformity with the provisions for voluntary transfers.
5. In the event that the position to be granted to the employee benefiting from clause 15.03 is located more than fifty (50) kilometres from her home base and her place of residence, the following provisions apply:
 - a) An employee may refuse the position when there is another employee, covered by clause 15.03, with less seniority, who meets the normal requirements of the job and for whom it is a comparable position in her locality. In this case, the position is granted to the latter.
 - b) If there is more than one position to be granted, the employee is reassigned to the position which is located in the place most advantageous for her.
 - c) Her reassignment to such a position can be waived if the expected replacement needs assures the employee of continuous work and a comparable vacant position in the locality may become available in the foreseeable future.

15.10 Locality

1. Locality is generally understood to mean a geographical area marked by a radius of fifty (50) kilometres by road (being the normal route) taking as the employee's home base or place of residence as centre.
2. An employee who benefits from clause 15.03 is obliged to accept any available and comparable position that is offered to her in her locality. However, an employee covered by clause 15.03 may refuse the position offered when there is another employee, covered by the same clause, with less seniority in her locality, who meets the normal requirements of the job and for whom it is a comparable position.
3. If comparable and available positions simultaneously exist in the areas described in this clause, the employee is reassigned to a pos-

ition which is located in the place most advantageous for her. However, in specific cases, this rule can be contradicted by the SRMO, subject to the approval of the parity committee, or by the parity committee itself.

4. The offer to the employee with the least seniority must be made by a written notice giving her five (5) days to indicate her choice.
5. A part-time employee is reassigned to an available and comparable position providing that the number of hours of this position is equivalent or greater than the regular number of hours of the position she held when she was laid off.
6. A full-time employee who is exceptionally reassigned to a part-time position does not suffer a drop in salary in comparison to the salary of her job title before her layoff.
7. The Employer may grant to an employee on the replacement team who so requests a deferment of her reassignment to another institution if the replacement needs foreseen ensure continuous work for the employee and if it is possible that a vacant and comparable position will become accessible within a given time period.
8. An employee who is offered a position according to the above-mentioned conditions may refuse such a position. If the employee refuses, she ceases to benefit from the provisions of this article and is deemed to have resigned, subject to the choices to which she is entitled according to the preceding paragraphs.
9. The SRMO can force an employee affected by the complete closure of an institution, due to a fire or other reason, to move if there is no other institution in the locality. The SRMO can also force an employee to move if there are no comparable positions in the said locality. If the employee refuses, she is deemed to have resigned.

In such a case, the employee moves as close as possible to her former institution or residence, and she benefits from the mobility premium, stipulated in clause 15.11 and, if need be, from the moving expenses stipulated in Appendix 7.

10. The reassignment of an employee benefiting from clause 15.03 to a position in another region cannot have the effect of preventing an employee who benefits from clause 15.03 in that region from obtaining a comparable position with the same status.
11. The reassigned employee carries her seniority and all the rights conferred on her by this collective agreement to her new Employer, except the privileges acquired by virtue of Article 28, which are not transferable.
12. In the case where a collective agreement does not exist with the new Employer, each reassigned employee is governed, in the absence of regulations governing her, by the provisions of this collective agreement, in so far as they are individually applicable, as if it was an individual work contract, until there is a collective agreement in the institution.

13. An employee must meet the normal requirements of the job for any position to which she is reassigned. It is incumbent upon the Employer to prove that the candidate reassigned by the SRMO cannot meet the normal requirements of the job.

15.11 Mobility premium

An employee who is offered a position outside of the locality receives a written notice and has five (5) days to make a choice. A copy of the notice is sent to the Union.

Any employee benefiting from clause 15.03 who is reassigned outside of the locality is entitled to a mobility premium equivalent to a three (3)-month layoff indemnity, and if she must move, to moving expenses, stipulated in Appendix 7. The same applies to the employee reassigned outside of the fifty (50)-kilometre radius, in the case of a reassignment to an institution by virtue of clause 15.09.

15.12 Available position

1. For the purpose of the application of this article, a full-time position or part-time position is considered available when there was no candidate, or no employee among those who applied met the normal requirements of the job, or when the position should be granted, by virtue of the provisions regarding voluntary transfers, to a candidate who holds a part-time position and who has less seniority than the employee registered with the SRMO who has the most seniority.
2. No institution can resort to an employee who holds a part-time position and who has less seniority than the employee registered with the SRMO who has the most seniority or hire an outside candidate for an available position as long as there are employees covered by clause 15.03, and registered with the SRMO, who meet the normal requirements of the job for such a position.
3. An available position may not be filled during the waiting period for the candidate referred by the SRMO. At the Union's request, the Employer communicates to the Union the reason for which the position is not filled temporarily.
4. The Employer cannot appoint an employee to an available position as long as the institution is waiting for an employee referred by the SRMO. The latter has ninety (90) days to refer an employee.

15.13 Comparable position

For the purpose of the application of this article, a position is considered to be comparable if the position offered by virtue of the preceding paragraphs is included in the same sector of activities as that of the employee who left.

The sectors of activities are the following:

1. nurses;
2. graduate technicians;
3. para-technical services;
4. auxiliary services;

5. clerical employees;
6. trades;
7. employees assigned to social work (social aid, social counsellor and contributions technician);
8. personnel assigned to education and/or rehabilitation (educators and institutional rehabilitation technicians);
9. licensed practical nurses;
10. professionals.

For the purpose of reassignment to a position, the employee can apply, if she wishes and providing that she meet the normal requirements of the job, for a position in a job title in another sector of activities than her own.

15.14 **Retraining**

1. For the purpose of reassignment in the Health and Social Services network, the SRMO can offer retraining to employees who benefit from clause 15.03 and who do not have many possibilities for reassignment.

Retraining of an employee on job security and registered with the SRMO designates any training process, academic or otherwise, which enables her to acquire the skills and/or knowledge required to work in her job title or another job title.

2. An employee's access to retraining courses is subject to the following conditions:
 - that the employee meet the requirements of the school that offers the course;
 - that an available position may be offered in the short term to the retrained employee.
3. The following provisions apply to employees covered by retraining.
 - the employee is not obliged to accept a reassignment during the retraining period;
 - the employee is not obliged to accept a replacement if the later is incompatible with the activities stipulated in her retraining programme;
 - tuition fees are not chargeable to the employee;
 - the employee who has completed a retraining programme is subject to the rules for replacement in her job title and in the job title for which she was retrained;
 - for the purpose of reassignment, the employee who has completed her retraining period is considered to be in the job title for which she was retrained;
 - the employee may refuse an offer to be retrained with a valid reason; failing this, she ceases to be entitled to the provisions of this article and is deemed to have resigned.

15.15 *Service régional de main-d'œuvre (SRMO)*

1. In each administrative region of Quebec, a SRMO is set up. This body is composed of representatives of institutions and of the health and social services agency.
2. This service co-ordinates the reassignment of laid-off employees, in accordance with the rules stipulated in this article.
3. The SRMO transmits to the neighbouring regions the list of the available positions to which no employee benefiting from clause 15.03 in the region can be reassigned.
4. This service assumes the responsibility for the implementation of retraining programmes. The SRMO takes into consideration the recommendations of the parity committee on job security.
5. Institutions agree to:
 - transmit to the SRMO the required information concerning employees to be reassigned;
 - transmit to the SRMO the required information concerning the available part-time and full-time positions;
 - accept all candidates referred by the SRMO;
 - cancel any nomination to a position following a decision of the parity committee.
6. At the end of each accounting period, the SRMO transmits to the representatives on the parity committee all the information related to the accomplishment of its mandates, in particular:
 - the list of available positions;
 - the list of employees who benefit from clauses 15.02 and 15.03, including the information which appears on the registration sheet, discriminating the following situations:
 - employees registered during the financial period;
 - employees removed from the list during the financial period, the reason for their removal and, the name of the institution where they were reassigned;
 - employees still not reassigned.
7. The SRMO also transmits all the information related to the reassignment in writing to the representatives of the parity committee, the institutions concerned, the Unions concerned and the employees benefiting from clause 15.03 in the same sector of activities who have more seniority than the reassigned employee.
8. The SRMO can reassign an employee benefiting from clause 15.03 to the replacement team in another institution, in which case she changes employer, if she cannot be assigned in her own institution on account of its closure, change of vocation or any other situation which results in a significant drop in the need for personnel in her sector of activities.

The conditions for reassignment are agreed upon by the parity committee on job security.

In the event that the parties on the committee cannot agree on such conditions, the maximum number of employees of an institution covered that can be reassigned to the replacement team of each institution of the region not targeted to be closed or to change vocations is determined according to the following formula:

$$\frac{\text{Total number of hours worked by employees on the replacement team and the availability list of the receiving institution, per sector of activities}}{\text{Total number of hours worked by employees on the replacement team and the availability list of all the institutions of the region, excluding those targeted to be closed or to change vocations, by sector of activities}} \times \text{Total number of employees to reassign per sector of activities}$$

The data used is the data of the financial year preceding the reassignment to the replacement team.

Once the proportion is established, the number of employees who can be reassigned to a replacement team of the institutions of the region is rounded off to the next whole number when the result is a fraction.

The choice of the institution is carried out by order of seniority, at a date agreed upon by the local parties, before the application of the special measure. An employee cannot choose an institution in which no employee holds a position in her sector of activities.

15.16 Parity committee on job security

1. A parity committee on job security is set up in each region. It is composed of two (2) representatives appointed by the health and social services agency and two (2) representatives of the FIQ. If the issue to be dealt with concerns more than one labour organization, the regional parity committee is expanded and meets in the presence of two (2) representatives of each of the labour organizations concerned.

The mandate of the regional parity committee is to:

- a) monitor the application of the rules stipulated in the collective agreement for the reassignment by the SRMO of employees benefiting from clause 15.03
- b) monitor if necessary the possibility of conciliating the rules for reassignment of employees benefiting from clause 15.03 when more than one labour organization is involved and, when this is impossible, refer to the Quebec parity committee stipulated in this clause.
- c) settle a dispute regarding a decision issued by the SRMO;
- d) obtain the cancellation of an appointment in the case where the reassignment procedure in the locality was not applied.
- e) identify cases where:
 - employees who benefit from clause 15.03 were, in the first six (6) months following their layoff, used for less than

25% of the number of hours that served to calculate their lay-off indemnity;

- employees who benefit from clause 15.03 who were not reassigned during the first twelve (12) months following their layoff;
- difficulties arise in reassigning an employee on account of the fifty-(50)-kilometre rule;

The regional parity committee makes recommendations to the Quebec parity committee in the case when solutions adopted would have the effect of modifying the provisions of the collective agreement;

- f) analyze the possibility of retraining employees benefiting from clause 15.03 for whom there are few reassignment possibilities, discuss the amounts to be allotted and, if need be, identify the selection criteria. The regional parity committee submits its recommendations to the SRMO;
 - g) discuss any question regarding the job security plan which falls within its mandate.
2. The regional parity committee sets the rules for its good functioning. All the decisions of the committee must be unanimous.
 3. The *ministère de la Santé et des Services sociaux* transmits to the parties to the collective agreement, a consolidated list by job title and by status of the information provided by the SRMO. Any dispute concerning this list is submitted to the Quebec parity committee stipulated in this article. The Chair of the Quebec parity committee rules, failing an agreement.
 4. Institutions agree to cancel any appointment following a decision of the regional parity committee.

15.17 Recourse

Any employee benefiting from clause 15.03 who believes that she has been wronged by a decision of the SRMO may request that her case be examined by the regional parity committee by sending a written notice to this effect within ten (10) days of the transmission by the SRMO, by virtue of paragraph 3 of clause 15.16 - Parity committee on job security, of the information concerning a reassignment or within ten (10) days following the retransmission of the information concerning the SRMO's appreciation of the reasons for her refusal to accept the retraining offered.

The regional parity committee rules on the dispute within ten (10) days following the reception of the notice or any other time limit agreed to by the committee.

A unanimous decision by the regional parity committee is transmitted by writing to the SRMO, the employees, the Unions and the institutions concerned. The decision rendered by the committee is final and binding on all the parties concerned.

Except in the case where it is stipulated in this article to refer to the Quebec parity committee, when the members of the regional parity committee do not succeed in settling the dispute, they agree on the choice of an arbitrator. Failing agreement on such a choice, he shall be named by

the Ministère du travail. The arbitrator's fees and expenses shall be divided equally between the management party and the union party.

The arbitrator must transmit in writing to the parties on the regional parity committee, the SRMO, the employees, the Unions and institutions concerned, the place, date and time when he intends to hear the appeal. The arbitrator must hold the hearing within twenty (20) days following the time when the case is entrusted to him.

The arbitrator proceeds to the hearing and hears all witnesses and all representations made by the parties (FIQ and SRMO) and by any interested party.

Failure by one or the other of the parties concerned, duly convened, to be present or represented on the date of the hearing, the arbitrator shall proceed notwithstanding the absence.

The arbitrator must render his decision within fifteen (15) days after the date set for the hearing. This decision must be motivated and rendered in writing.

The arbitrator's decision is final and binding on all the parties concerned.

The arbitrator has all the powers conferred by Article 11 of the collective agreement.

It is understood that the arbitrator may not add, delete or modify anything in the text of the collective agreement.

If the arbitrator reaches the conclusion that the SRMO did not act in accordance with the provisions of the collective agreement, he may:

- cancel the reassignment;
- order the SRMO to reassign the employee wronged according to the provisions of the collective agreement;
- deliver a decision regarding the appreciation of the reasons for refusing the retraining;
- dispose of any complaint formulated regarding a reassignment involving moving;
- issue orders binding on the parties concerned.

15.18 **Quebec parity committee**

A Quebec parity committee is created. It is composed of three (3) representatives of the FIQ and three (3) representatives of the CPNССS. If the case to be dealt with concerns more than one labour organization, the Quebec parity committee is expanded and meets in the presence of three (3) representatives of each of the labour organizations concerned.

Mr. Jean-Marie Lavoie is appointed Chair. He participates in the meetings of the parity committee only if the latter does not reach a unanimous decision or if there is no agreement in the committee on the admissibility of a dispute regarding special provisions.

1. At the request of the Union or of an Employer, the Quebec parity committee rules on any dispute regarding the conditions that apply in the case of a special measure not stipulated in the collective agreement or any dispute regarding the choice of the applicable provision among those stipulated in clauses 14.01 to 14.07. In the latter case, the dispute must concern more than one (1) bargaining unit.

Such a request must be made within thirty (30) days following the notice transmitted by the Employer of his intention to apply such a measure.

If there is no agreement on the committee regarding the admissibility of the request concerning a dispute, the Chair rules. In the event that the committee or, failing the committee, the Chair concludes that the dispute is admissible by the committee, the foreseen measure is suspended until the decision is rendered.

Each Employer and each local Union can be represented by two (2) persons from the institution (without an attorney).

The committee determines, if necessary, the rules that apply in the case of a special measure not stipulated in the collective agreement or when different rules are not reconcilable.

2. At the request of one or the other of the parties on the Quebec parity committee, it meets in order to:
 - a) agree on the necessary means to:
 - dispose of any decision that results in the local parties escaping, by agreement or otherwise, the obligations incumbent upon them regarding available positions for employees benefiting from clause 15.03;
 - dispose of decisions at the regional level which could go against the provisions of the job security plan;
 - b) examine the reassignment of employees benefiting from clause 15.03 involving more than one (1) labour organization when, by virtue of the mandate stipulated in paragraph b) of the regional parity committee, the latter came to the conclusion that the reassignment rules are not reconcilable;
 - c) examine the validity of a registration with the SRMO of an employee benefiting from clause 15.03.
3. Any unanimous decision of the Quebec parity committee is final and binding on all the parties. If there is no agreement within the committee, the Chair rules and his decision must be rendered in writing within fifteen (15) days following the committee meeting; it is final, without appeal and binding on all the parties concerned. The Chair has all the powers conferred on an arbitrator according to the terms of Article 11 of the collective agreement. It is understood that the president of the Quebec parity committee cannot add, delete or amend the provisions of the collective agreement except in the following cases:
 - the special measure was not provided for;
 - it was incapable of reconciling the provisions of the various collective agreements regarding the special measures or the situation discussed in paragraph 2 b).

In these cases, the Chair can determine the rules that apply and his decision constitutes a ruling on a specific case.

4. The Quebec parity committee disposes of all unanimous recommendations submitted by a regional parity committee.
5. Failure by one or the other of the parties concerned, duly convened, to come to a meeting of the Quebec parity committee,

the latter or, if not, the Chair, can proceed notwithstanding the absence.

6. The institutions agree to cancel any appointment following a decision by the Quebec parity committee or its Chair.
 7. The fees and expenses of the Chair of the parity committee are shared equally between the management party and the union party.
- 15.19 If an employee contests a decision issued by the SRMO involving a move and does not begin duty for her new employment, she ceases to receive the indemnity as of the fiftieth (50th) day following the notice sent by the SRMO indicating the place of her new employment.

The parity committee or, failing unanimity, the arbitrator disposes of all complaints formulated by an employee with regard to a reassignment which involves moving.

If the employee wins the case, the arbitrator will order, if applicable, the reimbursement of expenses incurred by the employee following beginning of employment with her new Employer or the reimbursement of the loss of income that she suffered if she did not begin working.

- 15.20 An employee benefiting from clause 15.03 who contests a decision taken by the SRMO involving a move, benefits from the subsistence allowances under the terms and conditions stipulated in the regulations of the *Conseil du trésor*, providing she occupies the position within the time limits stipulated in the notice from the SRMO.

The final move of the employee and, if applicable, of her dependants, cannot take place however before the parity committee's or the arbitrator's decision is rendered.

The employee who, while contesting a decision of the SRMO involving a move on her part, decides to take up the position offered after the date set by the SRMO, does not have the right to the subsistence allowance stipulated by the regulations of the *Conseil du trésor*.

Miscellaneous provisions

- 15.21 The Minister of Health and Social Services provides the funds necessary for the administration and application of the job security plan according to the terms of this article.
- 15.22 For the purpose of application of this article, the Health and Social Services Sector includes all the centres managed by public institutions as defined by the Act Respecting the Health Services and Social Services (RSQ c.S-4.2), the private institutions subsidized by virtue of this act and all organizations which supply services to an institution or to the beneficiaries in conformity with this act and is declared by the government to be attached to an institution as understood by the Act Respecting the Health Services and Social Services as well as, for this purpose only, the health and social services agencies, the *Conseil Cri de la santé et des services sociaux de la Baie James*, the *Régie régionale de la santé et des services sociaux du Nunavik*, and for that purpose only, the *Institut national de santé publique du Québec* and the bargaining units already covered by the current job security plan of the *Corporation d'urgences Santé*.

ARTICLE 16

BUDGET DEVOTED TO HUMAN RESOURCES DEVELOPMENT

- 16.01 The Employer devotes an amount equivalent to 1.34% of the wage bill¹ from April 1 to March 31 of each year for human resources development for all the employees in the bargaining unit.
- 16.02 If, in the course of one year, the Employer does not spend all the amount thus determined, the rest of the amount is added to the amount which he must attribute to these activities the following year.

ARTICLE 17

LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

17.01 Leave without pay

An employee keeps and accumulates her seniority during a leave without pay that does not exceed thirty (30) days.

- 17.02 The following conditions apply to a leave without pay which exceeds thirty (30) days:

a) Seniority

An employee keeps the seniority she had at the time of her departure on leave. However, in the case of a leave without pay or part-time leave without pay for studies in the field of nursing and cardio-respiratory care, the employee keeps and accumulates her seniority. Moreover, in the case of a leave without pay or part-time leave without pay to teach in a school board, a CEGEP or a university in a field related to her profession, the employee accumulates her seniority for a maximum of twelve (12) months.

b) Group insurance

An employee is no longer entitled to the group insurance plan during her leave without pay. When she returns, she may be readmitted to the plan. However, subject to the provisions of clause 23.15, her participation in the basic drug insurance plan is compulsory and she must pay all the premiums and contributions necessary to this effect herself.

An employee may maintain her participation in the other group insurance plans by paying all the premiums and contributions necessary to this effect herself, subject to the clauses and stipulations of the insurance contract in effect.

¹ The wage bill is the amount paid, for the preceding financial year, as regular salary, leaves without pay, sick leaves and salary insurance, to which are added the fringe benefits paid in the form of percentages (vacation, statutory holidays, sick leaves and salary insurance, if any) to part-time employees, as defined and appearing in the annual financial report produced by the institution.

c) Experience

An employee on leave without pay to teach in a sector related to her profession will have the time spent in a school board, a CEGEP or a university, credited as acquired experience, for salary purposes, up to a maximum of twenty-four (24) months, when she returns to the Employer.

An employee who benefits from a leave without pay for studies in the field of nursing and cardio-respiratory care, cannot obtain recognition for more than twenty-four (24) months of experience, and this providing she has at least two (2) years of service in the health and social services sector at the time of her departure for studies.

d) Exclusion

During her leave without pay, an employee is not entitled to the benefits of the collective agreement, nor can she acquire or accumulate rights or advantages liable to give her any benefit whatsoever upon her return, except if expressly stipulated in this clause and providing the local parties agree to this with regard to a matter which falls under their jurisdiction and subject to her right to claim benefits acquired previously.

17.03 Part-time leave without pay

A full-time employee who avails herself of the provisions of this clause is deemed to be a part-time employee and is governed, for the duration of her part-time leave without pay, by the provisions applicable to part-time employees. Except for a part-time leave without pay for the purposes of pre-retirement, an employee benefits from the life insurance plan as if she was a full-time employee for a maximum of fifty-two (52) weeks.

In the case of a part-time leave without pay to teach in a sector related to her profession or for studies in the nursing and cardio-respiratory care sector, an employee cannot obtain recognition for more than twenty-four (24) months of experience and this, providing she has at least two (2) years of service in the health and social services sector.

17.04 Pension plan

An employee on leave without pay is governed, as regards her pension plan, by the provisions of the RREGOP Act. In the case of a part-time leave without pay of more than twenty per cent (20%) of a full-time position and a leave without pay of more than thirty (30) days, an employee may maintain her participation in her pension plan subject to the payment of the required contributions.

Leave without pay to work in a northern institution

17.05 After agreement with her Employer, an employee recruited to work in one (1) of the following institutions:

- Côte Nord (09);
 - Centre de santé et de services sociaux de la Basse-Côte-Nord;
 - Centre de santé et de services sociaux de la Minganie;

- Dispensaire de Schefferville du Centre de santé et de services sociaux de l'Hématite;
- CLSC Naskapi;
- Northern Quebec (10);
 - Centre régionale de santé et de services sociaux de la Baie – James;
 - Nunavik (17);
 - Centre de santé Tulattavik de l'Ungava;
 - Centre de santé Inuulitsivik- Inuulitsivik Health Centre;
- Terres-cries-de-la-Baie-James (18);
 - Conseil Cri de la Santé et des Services sociaux de la Baie-James;

obtains, a leave without pay for a maximum of twelve (12) months following a written request made thirty (30) days in advance.

After agreement with her initial Employer, this leave without pay may be extended for another or other periods up to a maximum of forty-eight (48) months in total.

17.06 The following conditions apply to the leave without pay:

a) Seniority and experience

Seniority and experience acquired during this leave without pay are credited to the employee upon her return.

b) Annual vacation

The Employer pays the employee the amount corresponding to the number of days of annual vacation accumulated at the date of her departure on leave.

c) Sick-leave days

Sick-leave days accumulated at the time of the beginning of the leave are credited to the employee and they cannot be paid in cash, except those paid in cash each year by virtue of the salary insurance plan.

However, if an employee leaves her job, or if, at the end of her leave without pay, she does not return to her Employer, sick-leave days may be paid in cash at the salary rate in effect at the beginning of the employee's leave without pay, according to the quantum and conditions stipulated in the collective agreement in effect at the beginning of the employee's leave without pay.

d) Pension plan

An employee on leave without pay suffers no prejudice to her pension plan if she returns to work within the authorized period.

e) Group insurance

An employee is no longer entitled to the group insurance plan during her leave without pay. However, she benefits from the plan in effect in the institution where she works from the date of beginning of employment.

f) Exclusion

During her leave without pay, an employee is not entitled to the benefits of the collective agreement, nor can she acquire or accumulate rights or advantages liable to give her any benefit whatsoever upon her return, except if expressly stipulated in this clause and subject to her right to claim benefits acquired previously.

g) Return

An employee can return to her position with her initial Employer providing she notifies the Employer in writing at least thirty (30) days in advance.

However, in the event the position the employee held at the time of her departure no longer exists, the employee must avail herself of the provisions of the bumping and/or layoff procedure stipulated in Article 14.

If an employee fails to use the above-mentioned mechanisms when it is possible for her to do so, she is considered to have resigned.

h) Right to apply for a position

The employee can apply for a position and obtain it in accordance with the provisions of the collective agreement providing she can begin duty within thirty (30) days following her appointment.

ARTICLE 18

LEAVE WITH DEFERRED PAY PLAN

18.01 Definition

The purpose of the leave with deferred pay plan is to enable an employee to have her salary spread out over a specific period, in order to benefit from a leave. Its purpose is not to provide benefits during retirement or to postpone the payment of income taxes.

This plan contains, on the one hand, a period of contribution by the employee and, on the other hand, a period of leave.

18.02 Duration of the plan

The duration of the leave with deferred pay plan may be two (2) years, three (3) years, four (4) years or five (5) years, unless it is extended following the application of the provisions stipulated in paragraphs f, g, j, k and l of clause 18.06. However, the duration of the plan, including the extensions, may in no case exceed seven (7) years.

18.03 Duration of the leave

The duration of the leave may be from six (6) to twelve (12) consecutive months as stipulated in paragraph a) of clause 18.06, and it may not be interrupted for any reason whatsoever.

The leave must begin no later than the end of a maximum period of six (6) years following the date on which the plan began. Failing this, the pertinent provisions of paragraph n) of clause 18.06 apply.

An employee, during her leave, is not entitled to the benefits of the collective agreement, nor can she acquire or accumulate rights or advantages giving her any benefit whatsoever when she returns, except if expressly stipulated in this article and subject to her right to claim benefits previously acquired.

During her leave, the employee may not receive any other remuneration from the Employer, or another person or corporation with whom the Employer has a relation of dependence, other than the amounts corresponding to a percentage of her salary as stipulated in paragraph a) of clause 18.06, plus the amounts, if any, which the Employer must pay for fringe benefits by applying clause 18.06.

18.04 Eligibility

An employee may benefit from the leave with deferred pay plan by making a request to the Employer who may not refuse without valid reason. The employee must meet the following conditions:

- a) hold a position;
- b) have completed two (2) years of service;
- c) make a written request specifying:
 - the length of participation in the leave with deferred pay plan;
 - the length of the leave;
 - the time at which the leave will be taken.

These conditions must be agreed upon with the Employer and be written in the form of a written contract which also includes the provisions of this plan;

- d) not be in a period of disability or on leave without pay at the time the contract comes into effect.

18.05 Return

At the end of her leave, the employee may return to her position with the Employer. However, if the position the employee held at the time of her departure is no longer available, the employee must avail herself of the provisions relative to the bumping and/or layoff procedure stipulated in Article 14.

To benefit from this plan, an employee must, at the end of her leave, remain in the service of the Employer for a period at least equivalent to that of her leave.

18.06 Conditions

a) Salary

During each of the years covered by the plan, the employee receives a percentage of the basic salary that she would be receiving if she was not participating in the plan, including, where applicable, the supplements and additional remuneration stipulated in

Article 2 of Appendix 3 and in Appendix 11. The percentage applicable is determined according to the following chart:

Length of leave	Length of the plan			
	2 YEARS %	3 YEARS %	4 YEARS %	5 YEARS %
6 months	75.0	83.34	87.5	90.0
7 months	70.8	80.53	85.4	88.32
8 months	N/A	77.76	83.32	86.6
9 months	N/A	75.0	81.25	85.0
10 months	N/A	72.2	79.15	83.32
11 months	N/A	N/A	77.07	81.66
12 months	N/A	N/A	75.0	80.0

Premiums are paid to the employee in accordance with the provisions of the collective agreement, providing she is normally entitled to them, as if she was not participating in the plan. However, during the leave, the employee is not entitled to these premiums.

b) Pension plan

For the purpose of the application of the pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions stipulated in this article, is equivalent to one year of service and the average salary is established on the basis of the salary that the employee would have received if she had not participated in the leave with deferred pay plan.

During the course of the plan, the employee's contribution to the pension plan is calculated on the basis of the percentage of the salary that she receives in accordance sub-paragraph a) of clause 18.06.

c) Seniority

During her leave, the employee keeps and accumulates her seniority.

d) Annual vacation

During her leave, an employee is deemed to accumulate service for the purpose of annual vacation.

During the course of the plan, the annual vacation is paid as a percentage of the salary stipulated in sub-paragraph a) of clause 18.06.

If the length of the leave is twelve (12) months, the employee is considered to have taken the quantum of paid annual vacation to which she is entitled. If the length of the leave is less than twelve (12) months, the employee is deemed to have taken the quantum of paid annual vacation to which she is entitled, prorated to the length of the leave.

e) **Sick-leave days**

During the leave, an employee is deemed to accumulate sick-leave days.

During the course of the plan, sick-leave days, whether they are used or not, are paid according to the percentage stipulated in sub-paragraph a) of clause 18.06.

f) **Salary insurance**

In the case of a disability occurring during the course of the leave with deferred pay plan, the following provisions apply:

1. If the disability occurs during the leave, it is presumed not to have occurred.

At the end of the leave, if the employee is still disabled, after having exhausted the waiting period, she receives salary insurance benefits equal to 80% of the percentage of her salary as stipulated in sub-paragraph a) of clause 18.06 and this, as long as she is eligible for them by virtue of the provisions of clause 23.17. If the employee is still disabled on the date the contract ends, full salary insurance benefits apply.

2. If the disability occurs before the leave has been taken, the employee can avail herself of one of the following choices:

- She may continue to participate in the plan. In this case, after having exhausted the waiting period, she receives salary insurance benefits equal to 80% of the percentage of her salary as provided in sub-paragraph a) of clause 18.06 and this, as long as she is eligible for them by virtue of the provisions of clause 23.17.

In the event that the employee is disabled at the beginning of her leave and the end of this leave coincides with the scheduled end of the plan, she may interrupt her participation until the end of her disability. During this period of interruption, the employee receives full salary insurance benefits, as long as she is eligible for them by virtue of the provisions of clause 23.17, and she will begin her leave on the day her disability ends.

- She may suspend her participation in the plan. In this case, she receives, after exhausting the waiting period, full salary insurance benefits and this, as long as she is eligible for them by virtue of the provisions of clause 23.17. Upon return, her participation in the plan is extended for a length of time equivalent to her disability.

If the disability persists until the date when the leave has been planned, the employee may postpone the leave to a time when she will no longer be disabled.

3. If the disability occurs after the leave, the employee receives, after having exhausted the waiting period, salary insurance benefits equal to 80% of the percentage of her salary as stipulated in sub-paragraph a) of clause 18.06 and this, as long as she is eligible for them by virtue of the provisions of clause

23.17. If the employee is still disabled at the end of the plan, she receives full salary insurance benefits.

4. In the event that the employee is still disabled after the expiry of the time limit stipulated in sub-paragraph 6 of clause 12.11, the contract is void and the following provisions apply:
 - if the employee has already taken her leave, the salary which has been overpaid is not repayable and one (1) year of service for the purpose of participation in the pension plan will be credited for each year of participation in the leave with deferred pay plan.
 - if the employee has not already taken her leave, the contributions withheld on her salary are reimbursed without interest and without being subject to contributions to the pension plan.
5. Notwithstanding paragraphs 2 and 3 of this section, a part-time employee's contributions to the plan are suspended during her disability and, after having exhausted the waiting period, she receives full salary insurance benefits as long as she is eligible for them by virtue of the provisions of clause 23.17. The employee may then avail herself of one of the following choices:
 - she may suspend her participation in the plan. Upon return, her participation in the plan is extended for a period equivalent to that of her disability.
 - if she does not want to suspend her participation in the plan, the period of disability is then deemed to be a period of participation in the plan for the purposes of the application of sub-paragraph q).

For the purpose of the application of this paragraph, an employee who is disabled as a result of an employment injury is deemed to be receiving salary insurance benefits.

g) Leave or absence without pay

During the plan, an employee who is on leave or absence without pay shall have her participation in the leave with deferred pay plan suspended. Upon return, her participation in the plan is extended for a length of time equivalent to that of the leave or the absence. In the case of a part-time leave without pay, the employee receives, for the time worked, the salary that she would have been paid if she did not participate in the plan.

However, a leave or an absence without pay of one (1) year or more, with the exception of the one stipulated in clause 22.27, is equivalent to a withdrawal from the plan and the provisions of sub-paragraph n) apply.

h) Leaves with pay

For the duration of the plan, the paid leaves not stipulated in this article, are paid according to the percentage of the salary stipulated in sub-paragraph a) of clause 18.06.

The paid leaves occurring during the period of the leave are considered to have been taken.

i) **Floating holidays in psychiatry, in penal institutions or in specific units**

During the leave, an employee is deemed to accumulate service for the purpose of floating holidays in psychiatry, in penal institutions or in specific units.

During the plan, the floating holidays in psychiatry, in penal institutions and in specific units are paid according to the percentage of the salary stipulated in paragraph a) of clause 18.06.

If the duration of the leave is twelve (12) months, the employee is deemed to have taken the annual quantum of floating holidays in psychiatry, in penal institutions and in specific units to which she is entitled. If the duration of the leave is less than twelve (12) months, the employee is considered to have taken the annual quantum of floating holidays in psychiatry, in penal institutions and in specific units to which she is entitled, prorated to the duration of the leave.

j) **Maternity, paternity and adoption leave**

In the case of a maternity leave which occurs during the contribution period, participation in the leave with deferred pay plan is suspended. Upon return to work, participation in the plan is extended for a maximum of twenty-one (21) weeks. During this maternity leave, benefits are established on the basis of the salary that would be paid if the employee did not participate in the plan.

In the case of a paternity or adoption leave which occurs during the contribution period, participation in the leave with deferred pay plan is suspended. Upon return, participation in the plan is extended for a maximum of five (5) weeks. During this paternity or adoption leave, benefits are established on the basis of the salary that would be paid if the employee did not participate in the plan.

k) **Protective leave**

For the duration of the plan, an employee who takes a protective leave has her participation in the leave with deferred pay plan suspended. Upon return to work, her participation in the plan is extended for a length of time equivalent to that of the protective leave.

l) **Professional improvement**

During the course of the plan, an employee who benefits from a leave for professional development has her participation in the leave with deferred pay plan suspended. Upon return to work, her participation in the plan is extended for a period of time equivalent to that of her leave.

m) **Layoff**

In the case of an employee who is laid off, the contract ceases on the date of the layoff and the provisions stipulated in sub-paragraph n) apply.

However, the employee does not suffer any loss of rights regarding her pension plan. Thus, one year of service is credited for each year of participation in the leave with deferred pay plan, and the salary that has not been paid is reimbursed without interest and without being subject to contributions to the pension plan.

A laid-off employee benefiting from job security, stipulated in clause 15.03, continues to participate in the leave with deferred pay plan for as long as she is not reassigned to another institution by the *Service Régional de Main-d'œuvre*. As of this date, the provisions stipulated in the two (2) preceding paragraphs apply to this employee. However, the employee who has already taken her leave continues to participate in the leave with deferred pay plan with the Employer where she is reassigned by the *Service Régional de Main-d'œuvre*. The employee who has not yet taken her leave may continue to participate in the plan providing the new Employer accepts the terms of the contract, or, failing this, that she agrees with her new Employer on another date for taking the leave.

n) **Breach of contract due to termination of employment, retirement, withdrawal or end of the seven (7)- year time limit for the length of the plan or the six (6)-year time limit for the beginning of the leave**

I- If the leave has been taken, the employee will have to reimburse, without interest, the salary received during the leave proportionately to the period that remains in the plan in relation to the period of contribution.

II- If the leave has not been taken, the employee will be reimbursed an amount equal to the contributions deducted from her salary until the date of breach of contract (without interest).

III- If the leave is in progress, the amount owing by one party or the other, is calculated as follows: the amount received by the employee during the leave less the amounts already deducted from the employee's salary in the application of her contract. If the balance obtained is negative, the Employer reimburses this balance (without interest) to the employee; if the balance obtained is positive, the employee reimburses the balance to the Employer (without interest).

For the purpose of the pension plan, the recognized rights are those which would have been in effect if the employee had never participated in the leave with deferred pay plan. Thus, if the leave has been taken, the contributions paid during this leave are used to compensate for the missing contributions for the years worked to restore the difference in the pension lost; the employee may however buy back the lost period of service according to the same conditions as those relative to the leave without pay stipulated in the RREGOP Act.

Furthermore, if the leave has not been taken, the contributions missing for the recognition of the total number of years worked are deducted from the reimbursement of the contributions deducted from the salary.

o) **Breach of contract due to death**

In the event of the employee's death during the plan, the contract shall end on the date of death and the following provisions apply:

If the employee has already taken her leave, the contributions deducted from the salary are not refundable and one (1) year of service for the purposes of participation in the pension plan will be recognized for each year of participation in the leave with deferred pay plan.

If the employee has not already taken her leave, the contributions deducted from the salary are reimbursed without interest and without being subject to contributions to the pension plan.

p) Dismissal

In the event of the dismissal of the employee during the plan, the contract terminates on the date the dismissal takes effect. The provisions stipulated in sub-paragraph n) apply.

q) Part-time employee

A part-time employee may participate in the leave with deferred pay plan. However, she can only take her leave during the last year of the plan.

In addition, the salary she will receive during the leave will be established on the basis of the average number of hours worked, excluding overtime, during the years of contribution preceding the leave.

The fringe benefits stipulated in clauses 7.10 and 7.11 are calculated and paid on the basis of the percentage of salary stipulated in sub-paragraph a) of clause 18.06.

r) Change of status

An employee who changes status during her participation in the leave with deferred pay plan will be able to avail herself of one of the following two choices:

I- She may put an end to her contract and this, according to the conditions stipulated in sub-paragraph n).

II- She may maintain her participation in the plan and will then be treated as a part-time employee.

However, the full-time employee who becomes a part-time employee after having taken her leave is considered to remain a full-time employee for the purposes of establishing her contribution to the leave with deferred pay plan.

s) Group insurance plans

During the leave, an employee continues to benefit from the basic life insurance plan and may maintain her participation in the group insurance plans by paying all the contributions and premiums necessary to this effect herself, subject to the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.15, her participation in the basic drug insurance plan is compulsory, and she must pay all the contributions and premiums necessary to this effect herself.

During the plan, the insurable salary is the one stipulated in sub-paragraph a) of clause 18.06. However, the employee may maintain the insurable salary on the basis of the salary that would be paid if she did not participate in the plan, by paying the difference in the applicable premiums.

t) Right to apply for a position

An employee may apply for a position providing there are less than thirty (30) days left before the end of her leave and she can begin duty within thirty (30) days of her appointment.

ARTICLE 19

OVERTIME - AVAILABILITY OR ON-CALL

19.01 Definition

All work done in addition to the regular workday or regular workweek, with the approval or knowledge of the immediate superior, and without objection on her part, is considered to be overtime.

All work performed by an employee on her weekly day off, providing it is approved or done with the knowledge of the Employer or his representative, is considered to be overtime and remunerated at the rate of time and a half.

19.02 Minimum interval

In the case of a change of shifts, there must always be a minimum of sixteen (16) hours between the end of one shift and the beginning of another shift, failing which the employee is paid at the rate of time and a half for the hours worked within this sixteen (16)-hour period.

19.03 Method of remuneration

An employee who works overtime is paid for the number of hours worked, in the following way:

1. at time-and-one-half her regular salary, excluding any inconvenience premiums;
2. at double her regular salary¹, excluding all inconvenience premiums if the overtime is worked on a statutory holiday, in addition to the payment of the holiday.

19.04 Recall to work

If an employee is recalled to work after she has left the institution and when she is not on call, she receives for each recall:

1. a travel allowance equivalent to one (1) hour at straight-time rate;
2. a minimum remuneration of two (2) hours at the overtime rate.

It is understood that work accomplished immediately before or after the regular work period is not a recall to work.

19.05 Private service

All work accomplished in overtime in a private service for one (1) or several beneficiaries, to offer a service insured by virtue of the Hospital Insurance Act, is remunerated according to the provisions of this article.

19.06 Special provision

In the case of employees subject to flexible hours, any work performed in addition to the hours scheduled during the number of weeks used for

¹ For the payment of the hours worked as overtime on Christmas and New Year's Day, the regular salary is as defined in clause 7.08.

calculation purposes is deemed to be overtime, providing it is performed with the approval of the immediate superior.

19.07 Premium

An employee who is on availability (on-call) after her regular workday or workweek receives an allowance equal to one (1) hour of straight time for each eight (8)-hour period.

19.08 Intervention from outside the institution

At the Employer's request, an employee who is on availability (on-call) outside of the institution and who intervenes without having to travel to the institution or to the beneficiary's home is not entitled to the benefits provided for recall to work. In addition to receiving the availability (on-call) premium, she is paid at the overtime rate for the time actually devoted to the said intervention.

19.09 Recall from outside the institution

An employee who is called in to work when on availability (on-call), receives, in addition to her availability (on-call) premium, for each recall to work:

1. a minimum remuneration of two (2) hours at overtime rate;
2. travel allowance equal to one (1) hour at straight-time rate.

It is understood that work carried out immediately before the time when the employee normally begins work, or after the time when she normally leaves work, is not a recall to work.

19.10 Recall from inside the institution

An employee who is recalled to work when she is on availability (on-call) in the institution is entitled to the remuneration stipulated in the preceding clause, excluding the travel allowance.

It is understood that work carried out immediately before the time when the employee normally begins work, or after the time when she normally leaves work, is not a recall to work.

- 19.11 The availability (on-call) premium stipulated in clause 19.07, the remuneration and allowance stipulated in clauses 19.08, 19.09 and 19.10 serve as compensatory benefits for on-call duty. Consequently, the employee or the Union may not, in any case, claim time back for the hours during which the employee was assigned and/or recalled to work when she was on call.

ARTICLE 20

STATUTORY HOLIDAYS

20.01 Number and list of statutory holidays

The Employer recognizes and observes thirteen (13) statutory holidays during the year, that is from July 1 of one year to June 30 of the following year, including those already established by virtue of any law or regulation passed by virtue of a law.

20.02 **Postponement of a statutory holiday**

When an employee is required to work on one (1) of these statutory holidays, the Employer grants her a compensatory holiday within the four (4) weeks which precede or follow the statutory holiday, unless the employee has accumulated it in a bank, if such a possibility was agreed to by the local parties.

If the paid compensatory holiday is not granted within the time limit stipulated above, and the employee has not accumulated the holiday in a bank, she receives the equivalent of one day of work at double time, in addition to the salary for her workday.

20.03 **Statutory holiday during an absence**

If the employee is on sick leave on the day that the statutory or compensatory holiday is scheduled, and would be remunerated with her sick-leave days, the Employer pays her as if she was on statutory holiday without using her sick-leave days.

If, on the other hand, she is remunerated by virtue of the provisions of salary insurance when on sick-leave, the Employer pays the difference between the salary insurance benefits and the remuneration stipulated in clause 20.05.

These provisions only apply, however, for a sick leave not exceeding twenty-four (24) months, and do not apply during an absence due to an employment injury.

If one (1) or several statutory holiday(s) fall(s) during the employee's annual vacation, this or these day(s) are paid as if she was on statutory holiday and her vacation is extended by as many days as there are scheduled statutory holidays during this period.

If the employee is on a weekly day off on the day of the statutory holiday, the Employer replaces this holiday in the four (4) weeks that precede or follow the day of the holiday.

20.04 **Calculation of overtime**

In the case of a statutory holiday or compensatory holiday, the number of hours of the regular workweek when the employee actually takes her day off must, for the purpose of the calculation of overtime, be reduced by the number of hours of one (1) regular workday.

20.05 **Conditions to benefit from a statutory holiday**

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

- a) the weekly day off has been scheduled the day before or after the holiday;
- b) the employee is on vacation at that time;
- c) her absence, with or without pay, is authorized by the Employer or motivated by a serious reason.

20.06 **Salary**

An employee receives her regular salary as if she was at work when she is on statutory holiday or compensatory holiday.

ARTICLE 21

ANNUAL VACATION

21.01 The reference period giving right to vacation is established from May 1 of one year to April 30 of the following year. The right to an annual vacation is acquired on the 1st of May of each year.

21.02 Employee with less than one (1) year of service

Any employee with less than one (1) year of service on April 30 is entitled to one and two thirds (1 2/3) days of annual vacation per month of service.

This employee may complete up to twenty (20) workdays of annual vacation (four (4) calendar weeks) at her own expense.

21.03 Employee with one (1) year and more of service

An employee who has at least one (1) year of service on April 30 is entitled to four (4) weeks of annual vacation (20 workdays).

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

17 and 18 years of service on April 30: 21 workdays

19 and 20 years of service on April 30: 22 workdays

21 and 22 years of service on April 30: 23 workdays

23 and 24 years of service on April 30: 24 workdays

Any employee who has twenty-five (25) years or more of service on April 30 is entitled to a fifth (5th) week of annual vacation (25 workdays).

An employee hired as of May 14, 2006 who has not left the health and social services network for more than one (1) year is entitled to all the accumulated years of service in the health and social services network for the purpose of determining her quantum of annual vacation. The quantum of annual vacation and the remuneration associated with it are established proportionally to the number of months of service during the reference year (May 1 to April 30) for an employee with less than one (1) year of service in the new institution on April 30. However, this employee may complete, at her expense, her number of days of annual vacation up to the annual quantum that she would be entitled to if she had been employed by the institution for the entire reference year.

21.04 Special provision

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

21.05 Annual vacation

An employee with less than one (1) year of service receives a remuneration equivalent to one twelfth (1/12th) of twenty (20) work days per month of service accumulated on April 30.

In the case of a definite cessation of employment, an employee receives a vacation pay equivalent to one twelfth (1/12th) of the quantum of annual vacation to which she is entitled according to her number of years of service on April 30, for each month of service not remunerated vacation-wise at the time of her departure.

A full-time employee receives a remuneration which is equivalent to that which she would normally receive if she was at work.

However, if an employee has had more than one status since the beginning of the period of service used for the calculation of annual vacation, the amount she receives is determined in the following way:

1. a remuneration equivalent to that which she would receive if she was at work for the number of days of annual vacation accumulated during the complete months during which she had a full-time status;
2. a remuneration established according to paragraph 3- of clause 7.10 for her total salary earned during the months when she had a status other than full-time.

21.06 Indemnity at time of departure

When an employee leaves her employment, she is entitled to receive an indemnity for the vacation days accumulated up to her departure according to the conditions outlined in clause 21.05.

21.07 Special provision

If, due to her status, the employee's indemnity is not equivalent to four (4) weeks pay, she may take up to four (4) weeks of vacation by completing the period with a leave of absence without pay.

ARTICLE 22

PARENTAL RIGHTS

SECTION I GENERAL PROVISIONS

- 22.01 The indemnities for maternity leave, paternity leave or adoption leave are paid solely as supplements to the parental insurance benefits or employment insurance benefits, as the case may be, or in the cases stipulated hereafter, as payments during a period of absence for which the Québec Parental Insurance Plan and the Employment Insurance Plan does not apply.

Subject to paragraph a) of clause 22.11 and clause 22.11A, indemnities for the maternity, paternity and adoption leave are only paid during the weeks when the employee receives or would receive, if she so requested, benefits from the Québec Parental Insurance Plan or the Employment Insurance Plan.

In the event that the employee shares with her spouse the adoption or parental benefits stipulated by the Québec Parental Insurance Plan or the Employment Insurance Plan, the benefits are paid only if the employee actually receives benefits from one of these plans during the maternity leave stipulated in clause 22.05, the paternity leave stipulated in clause 22.21A or the adoption leave stipulated in clause 22.22A.

- 22.02 When the parents are both women, the benefits and advantages granted to the father are then granted to the mother who has not delivered the child.
- 22.03 The Employer does not reimburse the employee the amounts which could be requested of her by the *Ministère de l'Emploi et Solidarité sociale* by virtue of the application of the Act respecting parental insurance or by Human Resources and Social Development Canada (*HRSDC*) by virtue of the Employment Insurance Act.
- 22.03A The weekly basic salary¹, the deferred weekly basic salary and the severance allowance are neither increased nor decreased by the payments received by virtue of the Québec Parental Insurance Plan or the Employment Insurance Plan.
- 22.04 Failing explicit provisions to the contrary, this article cannot have the effect of giving the employee an advantage, monetary or non-monetary, which she would not have benefited from if she had been at work.

SECTION II MATERNITY LEAVE

- 22.05 A pregnant employee eligible for the Québec Parental Insurance Plan is entitled to a maternity leave of twenty-one (21) weeks which, subject to clause 22.08 or 22.08A, must be consecutive.

A pregnant employee who is not eligible for the Québec Parental Insurance Plan is entitled to a maternity leave of twenty (20) weeks which, subject to clauses 22.08 or 22.08A, must be consecutive.

An employee who becomes pregnant when she is benefiting from a leave without pay or a part-time leave without pay stipulated in this article is also entitled to this maternity leave and to the indemnities stipulated in clauses 22.10, 22.11 and 22.11A, depending on the case.

The employee, male or female, whose spouse passes away is entitled to the remaining part of the maternity leave and benefits from the related rights and indemnities.

1 «Weekly basic pay» is understood to mean the employee's regular salary including the regular salary supplement for one (1) regular workweek, regularly increased, and the additional remuneration payable to the employee by virtue of the collective agreement for her post-graduate training and the premiums for responsibility aside from the others, without any other additional remuneration, even for overtime.

- 22.06 An employee is also entitled to a maternity leave in the case of the interruption of a pregnancy occurring as of the beginning of the twentieth (20th) week preceding the expected date of delivery.
- 22.07 The distribution of the maternity leave, before and after the delivery, is determined by the employee. This leave is simultaneous with the period for the payment of benefits granted by virtue of the Act respecting parental insurance and it must begin no later than the week following the beginning of the payment of benefits granted by virtue of the Québec Parental Insurance Plan.
- For the employee who is eligible for benefits by virtue of the Employment Insurance Plan, the maternity leave must include the day of the delivery.
- 22.08 If she has sufficiently recovered from the delivery but her child is unable to leave the health-care institution, the employee may suspend her maternity leave and return to work. It is completed when the child returns to the family residence.
- Furthermore, when the employee has sufficiently recovered from the delivery and her child is hospitalized after having left the health-care institution, the employee may suspend her maternity leave, after agreement with her Employer, by returning to work during the hospitalization.
- 22.08A At the employee's request, the maternity leave may be split up into weeks if her child is hospitalized or when a situation occurs, other than an illness related to pregnancy, covered by sections 79.1 and 79.8 to 79.12 of the Act respecting Labour Standards (*RSQ, c.N-1.1*).
- The maximum number of weeks during which the maternity leave may be suspended is equivalent to the number of weeks during which the child is hospitalized. For the other possibilities of splitting up weeks, the maximum number of weeks of suspension is that stipulated in the Act respecting Labour Standards for such a situation.
- During such a suspension, an employee is deemed to be on leave without pay and receives from the Employer neither an indemnity, nor benefits; however, she benefits from the advantages stipulated in clause 22.28.
- 22.08B When the employee resumes the maternity leave which has been suspended or split up by virtue of clause 22.08 or 22.08A, the Employer pays to the employee the benefits to which she would have been entitled if she had not availed herself of a suspension or the splitting up of the leave, for the number of weeks that remain to elapse by virtue of clause 22.10, 22.11 or 22.11A, depending on the case, subject to clause 22.01.
- 22.09 To obtain a maternity leave, the employee must give the Employer a written notice at least two (2) weeks before the date of departure. This advance notice must be accompanied by a medical certificate or a written report signed by a midwife confirming the pregnancy and the expected date of delivery.
- The time for the presentation of this notice may be shortened if a medical certificate attests that the employee must leave her position sooner than anticipated. In the case of an unforeseen event, the

employee is exempted from the formality of a notice, providing that she presents to the Employer a medical certificate attesting that she must leave her job without delay.

Cases eligible for the Québec Parental Insurance Plan

22.10 The employee who has accumulated twenty (20) weeks of service¹, and who is eligible for benefits by virtue of the Québec Parental Insurance Plan, is also entitled to receive, during the twenty-one (21) weeks of her maternity leave, an indemnity equal to the difference between ninety-three percent (93%)² of her weekly basic salary, and the amount of maternity or parental benefits which she receives, or would receive if she so requested, from the Québec Parental Insurance Plan.

This indemnity is calculated on the basis of the Québec Parental Insurance Plan benefits to which an employee is entitled without taking into account amounts deducted from these benefits because of reimbursement of benefits, interests, penalties and other amounts collectable by virtue of the Act respecting parental insurance.

However, if a modification is made to the amount of the benefit paid by the Québec Parental Insurance Plan following a modification of the information provided by the Employer, the QPIP consequently corrects the amount of the indemnity.

When the employee works for more than one Employer, the indemnity is equal to the difference between ninety-three percent (93%) of the weekly basic salary paid by the Employer and the amount of Québec Parental Insurance Plan benefits, corresponding to the proportion of the weekly basic salary that he pays her, in relation to the amount of the weekly basic salaries paid by all the Employers. For this purpose, the employee provides each of the Employers with a statement of the weekly salaries paid by each of them at the same time as the amount of the benefits payable in application of the Act respecting parental insurance.

22.10A The Employer may not compensate, by the benefit that he pays the employee on maternity leave, the decrease in Québec Parental Insurance Plan benefits attributable to the salary earned from another Employer.

Notwithstanding the provisions of the preceding paragraph, the Employer assumes this compensation if the employee proves, by means of a letter to this effect from the Employer who pays it, that the salary earned is her regular salary. If the employee proves that only a part of this salary is regular, the compensation is limited to this part.

The Employer who pays the regular salary stipulated in the preceding paragraph must, at the request of the employee, produce this letter.

1 The absent employee accumulates service if her absence is authorized, namely for disability, and if she receives benefits or remuneration.

2 Ninety-three percent (93%): this percentage has been established taking into account that the employee in such a situation benefits from an exemption of contribution to the pension plan and to the Québec Parental Insurance Plan and to the Employment Insurance Plan such an exemption being equal, on the average, to seven percent (7%) of the salary.

The total amount received by the employee on maternity leave, in Québec Parental Insurance Plan benefits, indemnities and salary may not, however, exceed ninety-three percent (93%) of her basic salary paid by her Employer or, should such be the case, by her Employers.

Cases not eligible for the Quebec Parental Insurance Plan, but eligible for the Employment Insurance Plan

22.11 The employee who has accumulated twenty (20) weeks of service and who is eligible for the Employment Insurance Plan without being eligible for the Québec Parental Insurance Plan, is entitled to receive:

- a) for each of the weeks of the waiting period stipulated by the Employment Insurance Plan, an indemnity equal to ninety-three percent (93%)¹ of her weekly basic salary;
- b) for each of the weeks that follow the period stipulated in sub-paragraph a), an indemnity equal to the difference between ninety-three percent (93%) of her weekly basic salary, and the Employment Insurance Plan maternity or parental benefits that she receives, or could receive if she so requested, until the end of the twentieth (20th) week of her maternity leave.

This indemnity is calculated on the basis of the employment insurance benefits to which an employee is entitled without taking into account amounts deducted from these benefits on account of reimbursement of benefits, interests, penalties and other amounts collectable by virtue of the Employment Insurance Plan.

However, if a modification is made to the amount of the employment insurance benefit following a modification of the information provided by the Employer, the amount of the indemnity is consequently corrected.

When the employee works for more than one Employer, the indemnity is equal to the difference between ninety-three percent (93%) of the weekly basic salary paid by the Employer and the amount of employment insurance benefits corresponding to the proportion of the weekly basic salary that he pays her, in relation to the amount of the weekly basic salaries paid by all the Employers. For this purpose, the employee provides each of the Employers with a statement of the weekly salaries paid by each of them at the same time as the amount of the benefits payable by application of the Employment Insurance Act.

In addition, if HRSDC reduces the number of weeks of employment insurance benefits to which the employee would otherwise have been entitled if she had not benefited from employment insurance benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the weeks deducted by HRSDC, the indemnity provided for in this sub-clause as if she had, during this period, benefited from employment insurance benefits.

¹ Ninety-three percent (93%): this percentage has been established taking into account the fact that the employee in such a situation benefits from an exemption of contribution to the pension plan and to the *Employment Insurance Plan*, such an exemption being equal, on the average, to seven percent (7%) of the salary.

Clause 22.10A applies with the necessary adjustments.

Cases not eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

22.11A An employee who is not eligible for the Québec Parental Insurance Plan benefits and Employment Insurance Plan benefits is also excluded from entitlement to any indemnity stipulated in clauses 22.10 and 22.11.

However, the full-time employee who has accumulated twenty (20) weeks of service is entitled to a benefit equal to ninety-three percent (93%) of her weekly basic salary, and this for a period of twelve (12) weeks, if she does not receive benefits by virtue of a parental rights plan of another province or territory.

The part-time employee who has accumulated twenty (20) weeks of service is entitled to receive an indemnity equal to ninety-five percent (95%) of her weekly basic salary for a period of twelve (12) weeks, if she does not receive benefits from a parental rights plan established by another province or another territory.

If the part-time employee is exempted from contributing to the pension plan and the Québec Parental Insurance Plan, the percentage of the indemnity is established at ninety-three percent (93%) of her basic weekly salary.

22.12 In the cases stipulated in clauses 22.10, 22.11 and 22.11A:

- a) No benefit can be paid during the vacation period for which the employee is paid.
- b) Unless the applicable system of payment of salaries is by the week, the indemnity is paid every two (2) weeks, the first payment not being claimable however, in the case of the employee eligible for Québec Parental Insurance Plan or the Employment Insurance Plan, until fifteen (15) days after the Employer has received proof that she receives benefits from one or the other of these plans. For the purpose of this clause, an account or statement of benefits and the information provided by the *Ministère de l'Emploi et de la solidarité sociale* or by HRSDC by way of an official statement are considered proof.
- c) Service is calculated for all of the Employers in the public and parapublic sectors (civil service, education, health and social services), the health and social services agencies, bodies for which the law stipulates that the working conditions or the pay standards are determined in accordance with the conditions defined by the government, the *Office franco-québécois pour la jeunesse*, the *Société de gestion du réseau informatique des commissions scolaires* and any other body whose name appears in Appendix C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sector (RSQ, c.R-8.2).

Moreover, the requirement for twenty (20) weeks of service, by virtue of clauses 22.10, 22.11 and 22.11A, is deemed to have been met when an employee has satisfied this requirement with one or the other of her Employers mentioned in this sub-clause.

- d) The weekly basic salary of a part-time employee is the average weekly basic salary of the twenty (20) weeks preceding her maternity leave.

If during this period, the employee has received benefits equal to a certain percentage of her regular salary, it is understood that for the purpose of calculating her basic salary during her maternity leave, we refer to the basic salary on the basis of which these benefits were established.

Moreover, any period during which the employee on special leave stipulated in clause 22.19 does not receive any indemnity from the *Commission de la Santé et de la sécurité au travail* (CSST), the weeks during which the employee was on annual vacation or benefited from an absence without pay stipulated in the collective agreement are excluded for the purposes of the calculation of her average weekly basic salary.

If the twenty (20)-week period preceding the maternity leave of a part-time employee includes the date of an increase in rates and salary scales, the weekly basic salary is calculated on the basis of the salary rate in effect on that day. If, however, the maternity leave includes the date of increase in rates and salary scales, the weekly basic salary changes on that date according to the formula for the correction of the salary scale that applies to her.

The provisions of this sub-clause constitute one of the explicit provisions covered by clause 22.04.

- 22.13 During her maternity leave, the employee benefits from the following provisions, providing she would normally be entitled to them:
- life insurance;
 - drug insurance by paying her contribution;
 - accumulation of vacation;
 - accumulation of sick-leave days;
 - accumulation of seniority;
 - accumulation of experience;
 - accumulation of seniority for the purpose of job security;
 - right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if she was at work.
- 22.14 The employee may postpone a maximum of four (4) weeks of annual vacation if these fall within the maternity leave, and if, no later than two (2) weeks before the end of the said leave, she notifies the Employer in writing of the postponement date.
- 22.15 If the birth takes place after the expected date, the employee has the right to an extension of her maternity leave equal to the period of delay, except if she still has a period of at least two (2) weeks of maternity leave after the birth.

An employee may also benefit from an extension of the maternity leave if the health status of her child or her own health status so requires. The length of this extension period is the one indicated in the medical certificate which must be provided by the employee.

During these extensions, the employee is considered to be on leave without pay and receives from the Employer neither indemnities nor benefits. The employee benefits from the benefits stipulated in clause 22.13 during the first six (6) weeks of the extension of her leave only and, afterwards, benefits from those stipulated in clause 22.28.

22.16 The maternity leave may be less than the length stipulated in clause 22.05. If the employee returns to work within the two (2) weeks following the birth, she presents, at the Employer's request, a medical certificate attesting that she has sufficiently recovered to resume work.

22.17 The Employer must forward to the employee during the fourth (4th) week preceding the termination of the maternity leave, a notice indicating the expected date of termination of the said leave.

The employee, to whom the Employer has forwarded the above-mentioned notice, must return to work at the end of her maternity leave, unless this leave is extended in the manner stipulated in clause 22.31.

The employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, the employee who has not returned to work is deemed to have resigned.

22.18 Upon return from maternity leave, the employee resumes her position or, if applicable, the position she obtained during her leave, in accordance with the provisions of the collective agreement.

In the event that the position has been abolished, or in the case of bumping, the employee is entitled to the benefits to which she would have been entitled if she had been at work.

SECTION III SPECIAL LEAVES FOR PREGNANCY AND BREAST-FEEDING

Temporary assignment and special leave

22.19 The employee may ask to be temporarily assigned to another position, which is vacant or temporarily without an incumbent, in the same job title or, if she so consents and subject to the applicable provisions of the collective agreement, in another job title, in the following cases:

- a) she is pregnant and her working conditions entail hazards of infectious diseases or physical dangers for her or her unborn child;
- b) her working conditions entail dangers for the child she is breast-feeding.
- c) she works regularly on a cathode-ray screen.

The employee must present a medical certificate to this effect as soon as possible.

When the Employer receives an application for protective reassignment, he immediately notifies the Union and the reasons motivating the application for protective reassignment.

If she so consents, another employee than the one who asks for a temporary reassignment may, with the consent of the Employer, exchange her position with the pregnant or breast-feeding employee for the duration of the temporary reassignment. This provision applies providing both employees meet the normal requirements of the job.

The employee thus assigned to another position and the one who agrees to occupy her position retain the rights and privileges related to their respective regular positions.

The temporary assignment has priority over those of the availability list and is, if possible, on the same work shift.

If the assignment does not begin immediately, the employee is entitled to a special leave which starts immediately. Unless a temporary assignment arises later and puts an end to the leave, this special leave ends, for the pregnant employee, at the date of delivery, and for the employee who is breast-feeding, at the end of the breast-feeding period. However, for the employee eligible for benefits payable by virtue of the Parental Insurance Act, the special leave ends as of the fourth (4th) week preceding the expected date of delivery.

During the special leave stipulated in this clause, the employee is governed, with regard to her indemnity, by the provisions of the Act Respecting Occupational Health and Safety relative to the protective reassignment of the pregnant or breast-feeding employee.

However, following a written demand to this effect, the Employer pays the employee an advance on the indemnity to be received on the basis of payments which can be anticipated. If the CSST pays the anticipated indemnity, the latter is used for the reimbursement of the advance. Otherwise, the reimbursement is paid at the rate of ten percent (10%) of the amount paid per pay period, until the extinguishment of the debt.

However, in the event that the employee exercises her right to request a review of the CSST decision or to contest this decision before the *Commission des lésions professionnelles*, reimbursement is not required before the CSST administrative review decision or, if such is the case, the decision is rendered by the *Commission des lésions professionnelles*.

The employee who works regularly on a cathode screen may request that her work time on the cathode-ray screen be reduced. The employer must then examine the possibility of temporarily modifying and without loss of rights, the duties of the employee assigned to a cathode-ray screen in order to reduce the time of work on a cathode screen to a maximum of two (2) hours per half-day of work. If modifications are possible, the Employer shall then assign her to other duties which she is reasonably capable of performing for the rest of her work time.

The pregnant respiratory therapist who is continually in contact with anaesthetic gases may be transferred, at her request or the request of the Employer, to another respiratory therapy unit. This transfer is only temporary and upon return from her maternity leave, she must reintegrate her position.

Other special leaves

22.19A The employee is also entitled to a special leave in the following cases:

- a) when a complication of pregnancy or the risk of a miscarriage necessitates a work stoppage for a period of time determined by a medical certificate; this special leave cannot, however, extend beyond the beginning of the fourth (4th) week preceding the expected date of delivery.
- b) in the event of a natural or provoked interruption of pregnancy before the beginning of the twentieth (20th) week preceding the expected date of delivery, upon presentation of a medical certificate which prescribes its duration;
- c) for pregnancy-related visits to a healthcare professional attested by a medical certificate or a written report signed by a midwife.

22.20 In the case of the visits covered by sub-paragraph c) of clause 22.19A, the employee benefits from a special leave with pay, up to a maximum of four (4) days. These special leaves may be taken by half (1/2) days.

During the special leaves granted by virtue of this section, an employee benefits from the advantages stipulated by clause 22.13, insofar as she would normally be entitled to them, and by clause 22.18 of Section II. The employee who is covered by sub-paragraphs a), b) and c) of clause 22.19A may also avail herself of the benefits of the sick leave or salary insurance plan. However, in the case of sub-paragraph c), an employee must first have exhausted the four (4) days stipulated above.

SECTION IV PATERNITY LEAVE

22.21 A male employee is entitled to a paid leave for a maximum of five (5) workdays for the birth of his child. An employee is also entitled to this leave in the case of an interruption of pregnancy occurring after the beginning of the twentieth week preceding the expected date of delivery. This leave may be discontinuous and must be taken between the beginning of the delivery process and the fifteenth (15th) day following the return home of the mother or of her child.

One of the five (5) days may be used for the baptism or registry.

The female employee whose spouse delivers is also entitled to the above-mentioned leave if she is designated as one of the mothers of the child.

22.21A At the time of the birth of his child, the employee is also entitled to a paternity leave without pay for a maximum of five (5) weeks which, subject to clauses 22.23 and 22.33A, must be consecutive. This leave

must end at the latest at the end of the fifty-second (52nd) week following the week of the child's birth.

This leave is simultaneous with the period of benefit payments granted in accordance with the Parental Insurance Act for the employee eligible for the Québec Parental Insurance Plan and must start no later than the week following the beginning of the payment of the parental insurance benefits.

The female employee whose spouse delivers is entitled to the above-mentioned leave if she is designated as one of the mothers of the child.

22.21B During the paternity leave stipulated in clause 22.21A, the employee receives an indemnity equal to the difference between his weekly basic salary and the amount of the benefits that he receives or would receive if he so requested, by virtue of the Québec Parental Insurance Plan or the Employment Insurance Plan.

The 2nd, 3rd and 4th paragraphs of clause 22.10 or the 2nd, 3rd and 4th sub-paragraphs of paragraph b) of clause 22.11, depending on the case, and clause 22.10A apply to this clause with the necessary adjustments.

22.21C The employee not eligible for the paternity benefits from the Québec Parental Insurance Plan or the paternity benefits from the Employment Insurance Plan receives an indemnity equal to his weekly basic salary during the paternity leave stipulated in clause 22.21A.

22.21D Paragraphs a), b) and d) of clause 22.12 apply to the employee who benefits from the indemnities stipulated in clauses 22.21B or 22.21C with the necessary adjustments.

SECTION V ADOPTION LEAVE AND LEAVE IN VIEW OF ADOPTION

22.22 An employee is entitled to a paid leave of a maximum of five (5) work-days for the adoption of a child other than a child of her spouse. This leave may be discontinuous and cannot be taken after the fifteen (15) days following the arrival of the child in the home.

One of the five (5) days may be used for the baptism or registry.

22.22A The employee who legally adopts a child, other than a child of her spouse, is entitled to an adoption leave for a maximum of five (5) weeks which, subject to clauses 22.33 and 22.33A, must be consecutive. This leave must end at the latest at the end of the fifty-second (52nd) week following the week the child arrives in the home.

For the employee who is eligible for the Québec Parental Insurance Plan, the leave is simultaneous with the period for the payment of benefits granted by virtue of the Act respecting parental insurance and must begin at the latest the week following the beginning of the payment of these benefits.

For the employee not eligible for the Québec Parental Insurance Plan, the leave must be taken between the order of placement of the child or the equivalent in the case of an international adoption in accordance with the adoption system or at another moment agreed to with the Employer.

22.23 During the adoption leave stipulated in clause 22.22A, the employee receives an indemnity equal to the difference between her weekly basic salary and the amount of the benefits she receives, or would receive if she so requested, by virtue of the Québec Parental Insurance Plan or the Employment Insurance Plan.

The 2nd, 3rd and 4th paragraphs of clause 22.10 or the 2nd, 3rd and 4th sub-paragraphs of paragraph b) of clause 22.11, depending on the case, and clause 22.10A apply with the necessary adjustments.

22.24 The employee who is not eligible for the adoption benefits of the Québec Parental Insurance Plan, or to the parental benefits of the Employment Insurance Plan, and who adopts a child other than the child of her spouse, receives, during the adoption leave stipulated in clause 22.22A, an indemnity equal to her basic weekly salary.

22.24A The employee who adopts the child of her spouse is entitled to a leave of a maximum of five (5) workdays, of which only the first two (2) days are paid.

This leave may be discontinuous and must be taken after the expiry of the fifteen (15) days following the filing of the application for adoption.

22.25 The sub-paragraphs a), b) and d) of clause 22.12 apply to the employee who benefits from the indemnity stipulated in clause 22.23 or 22.24 with the necessary adaptations.

22.26 The employee benefits, in view of the adoption of a child, from a leave without pay of a maximum of ten (10) weeks starting on the effective date of the taking in charge of the child, except if it is the child of her spouse.

The employee, who travels outside of Quebec in view of an adoption, obtains a leave without pay for the necessary travel time, except if it is the child of her spouse, upon written request to the Employer, if possible two (2) weeks in advance.

Notwithstanding the provisions of the preceding paragraphs, the leave without pay ends at the latest the week following the beginning of the payment of the Québec Parental Insurance Plan or the Employment Insurance Plan benefits, at which time the provisions of clause 22.22A apply.

During this leave without pay, the employee benefits from the same advantages as those in clause 22.28.

SECTION VI LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

- 22.27 a) The employee is entitled to one of the following leaves:
1. a leave without pay of a maximum duration of two (2) years immediately following the maternity leave stipulated in clause 22.05;

2. a leave without pay of a maximum duration of two (2) years immediately following the paternity leave stipulated in clause 22.21A. However, the duration of the leave must not exceed the 125th week following the birth;
3. a leave without pay of a maximum duration of two (2) years immediately following the adoption leave stipulated in clause 22.22A. However, the duration of the leave must not exceed the 125th week following the birth or the arrival of the child in the home.

The full-time employee who does not avail herself of this leave without pay is entitled to a part-time leave without pay for a maximum of two (2) years. The duration of this leave must not exceed the 125th week following the birth or the arrival of the child in the home.

Once during her leave, the employee is authorized, following a written request presented to the Employer at least thirty (30) days in advance, to make one of the following changes:

- i) from a leave without pay to a part-time leave without pay, or the reverse, depending on the case;
- ii) from a part-time leave without pay to a different part-time leave without pay.

Despite the preceding paragraph, an employee may modify her leave without pay or her part-time leave without pay a second time providing she indicated it at the time of her initial request for modification.

A part-time employee is also entitled to this part-time leave without pay. However, in the case of disagreement with the Employer concerning the number of workdays per week, the part-time employee must offer the equivalent of two and a half (2½) days of work per week.

The employee who does not avail herself of the leave without pay or part-time leave without pay may, at her choice, for the part of the leave of which her spouse did not avail himself, benefit from a leave without pay or a part-time leave without pay by following the stipulated formalities.

When the spouse of the employee is not an employee of the public sector, the employee may avail herself of a leave stipulated above at the time she chooses in the two (2) years following the birth or the adoption without however going beyond the time limit set of two (2) years following the birth or adoption.

- b) The employee who does not avail herself of the leave stipulated in paragraph a) may benefit after the birth or adoption of her child from a leave without pay of a maximum of fifty-two (52) continuous weeks which begins at the time set by the employee and ends at the latest seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after the child was entrusted to her.
- c) After agreement with the Employer, an employee may, during the second (2nd) year of a leave without pay, register on the availability list of her institution rather than return to her position. In such a case, the employee is not subjected to the rules for minimum availability when such rules are stipulated in the local provisions unless the local parties agree otherwise. The employee is then considered to be on a part-time leave.

22.28 During the leave without pay stipulated in clause 22.27, the employee accumulates her seniority, keeps her experience and continues to participate in the drug insurance plan which applies to her by paying her part of the premium for the first fifty-two (52) weeks of the leave and the entire premium for the following weeks. Moreover, she may continue to participate in the optional insurance plans that apply to her by so requesting at the beginning of the leave and by paying the entire premium.

During the part-time leave without pay, the employee also accumulates her seniority and, by working, she is governed by the rules that apply to part-time employees.

Notwithstanding the preceding paragraphs, the employee accumulates her experience, for the purposes of the determination of her salary, up to a maximum of the first fifty (52) weeks of a leave without pay or part-time leave without pay.

During the leaves stipulated in clause 22.27, the employee has the right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if she was at work.

22.29 The employee may take her postponed annual vacation immediately before her leave without pay or part-time leave without pay provided there is no discontinuity with his paternity leave, her maternity leave or the adoption leave, depending on the case.

For the purpose of this clause, the statutory or floating holidays accumulated before the beginning of the maternity, paternity or adoption leave are added to the postponed annual vacation period.

22.29A At the expiry of the leave without pay or part-time leave without pay, the employee may return to her position or, if such is the case, to a position that she obtained at her request, in accordance with the provisions of the collective agreement. If the position was abolished, or in the event of bumping, the employee is entitled to the advantages to which she would be entitled as if she was at work.

22.29B Upon presentation of a supporting document, a leave without pay or a part-time leave without pay of a maximum duration of one (1) year is granted to the employee whose minor child suffers from a social and emotional disorder or is handicapped or has a prolonged illness and whose health status requires the presence of the employee concerned. The conditions of such a leave are those stipulated in clauses 22.28, 22.31 and 22.32.

SECTION VII MISCELLANEOUS PROVISIONS

Notices and advance notices

22.30 For the paternity and adoption leaves:

- a) The leaves stipulated in clauses 22.21 and 22.22 are preceded by a notice from the employee to the Employer as soon as possible;
- b) The leaves covered by clauses 22.21A and 22.22A are granted following a written request at least three (3) weeks in advance. This time limit may however, be less if the birth takes place prior to the expected date.

The request must indicate the expected date the leave will end.

An employee must return to work at the end of his paternity leave stipulated in clause 22.21A or her adoption leave stipulated in clause 22.22A, unless it is extended in the manner stipulated in clause 22.31.

The employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, the employee who has not returned to work is deemed to have resigned.

- 22.31 The leave without pay covered by clause 22.27 is granted upon a written request made at least three (3) weeks in advance.

The part-time leave without pay is granted upon written request made at least thirty (30) days in advance.

In the case of a leave without pay or part-time leave without pay, the request must specify the date of return. The request must also specify how the leave shall be arranged on the position held by the employee. In the case of disagreement of the Employer concerning the number of days of leave per week, the full-time employee is entitled to a maximum of two and a half (2½) days per week or the equivalent, for a maximum of two (2) years.

In case of disagreement with the Employer concerning the distribution of these days, the Employer establishes the distribution.

The employee and the Employer may at any time agree to rearrange the part-time leave without pay.

- 22.32 The employee, to whom the Employer has forwarded a four (4)-week advance notice indicating the termination date of the leave without pay must give a notice of her return at least two (2) weeks before the end of the said leave. If she does not return to work on the expected date, she is deemed to have resigned.

The employee who wants to end her leave without pay or part-time leave without pay before the expected date must give a written notice of her intention at least twenty-one (21) days before her return. In the case of a leave without pay exceeding fifty (52) weeks, the said notice is at least thirty (30) days.

The extension, suspension and splitting up

- 22.33 When his child is hospitalized, the employee may suspend his paternity leave stipulated in clause 22.21A or her leave for adoption stipulated in clause 22.22A, after agreement with her/his Employer, by returning to work during the length of this hospitalization.

- 22.33A At the employee's request, the paternity leave stipulated in clause 22.21A, the leave for adoption stipulated in clause 22.22A or the full-time leave without pay stipulated in clause 22.27 may be divided into weeks before the end of the first fifty-two (52) weeks.

The leave may be divided if the employee's child is hospitalized or for a situation covered by sections 79.1 and 79.8 to 79.12 in the Act respecting Labour Standards.

The maximum number of weeks during which the leave may be suspended is equivalent to the number of weeks during which the hospitalization of the child lasts. The maximum number of weeks of suspension for the other possibilities is that stipulated in the Act respecting Labour Standards for such a situation.

During such a suspension, the employee is considered to be on leave without pay and receives neither indemnity, nor benefits from the Employer. The employee is covered by clause 22.28 during this period.

22.33B When the suspended or divided paternity leave or adoption leave is resumed in application of clauses 22.33 and 22.33A, the Employer pays to the employee the indemnity to which she would have been entitled if she/he had not availed her/himself of such a suspension or division. The Employer pays the indemnity for the number of weeks that remain by virtue of clause 22.21A or 22.22A, depending on the case, subject to clause 22.01.

22.33C The employee who sends to her/his Employer, before the expiry date of the paternity leave stipulated in clause 22.21A or the adoption leave stipulated in clause 22.22A, a notice along with a medical certificate attesting that the health status of her/his child so requires, is entitled to an extension of his paternity leave or her adoption leave. The length of the extension is the one indicated on the medical certificate.

During this extension, the employee is considered to be on leave without pay and receives neither indemnity, nor benefits from the Employer. The employee is covered by clause 22.28 during this period.

22.34 An employee who takes a paternity leave or an adoption leave stipulated in clauses 22.21, 22.21A, 22.22, 22.22A and 22.24A benefits from the advantages stipulated in clause 22.13, insofar as she/he would normally be entitled, and from clause 22.18 in Section II.

22.35 The employee who benefits from a regional disparities premium by virtue of this collective agreement receives this premium during the maternity leave provided for in Section II.

In the same way, the employee who benefits from a regional disparities premium by virtue of this collective agreement receives this premium during the weeks she receives benefits by virtue of clauses 22.21A or 22.22A, depending on the case.

22.36 Any indemnity or benefits covered by this article whose payment began before a strike shall continue to be paid during this strike.

22.37 In the event that there are modifications to the Québec Parental Insurance Plan, the Employment Insurance Act or the Act respecting Labour Standards with regard to parental rights, the parties shall meet to discuss the possible implications on the current parental rights plan.

A) GENERAL PROVISIONS

23.01 Eligibility

In the event of death, illness or accident, the employees covered by the collective agreement benefit from the plans described hereafter, as of the date indicated and until the effective date of their retirement, whether or not they have completed their probation period:

- a) any employee hired full-time or for 70% or more of full-time in a permanent position: after one (1) month of continuous service.

Any employee hired full-time or for 70% or more of full-time in a temporary position after three (3) months of continuous service except for the basic drug insurance plan from which she benefits after one month of continuous service.

The Employer pays the full contribution to the basic drug insurance plan for these employees after one month of continuous service.

- b) the part-time employee who works less than 70% of full-time: after three (3) months of continuous service, except for the basic drug insurance plan from which she benefits after one month of continuous service. In this case, the Employer pays half the total contribution to the basic drug insurance plan for a full-time employee, the employee paying the balance of the Employer's contribution, in addition to her own contribution.

The employer's contribution to the basic drug insurance plan for a part-time employee is determined as follows:

1. for a new employee, according to the percentage of time worked in the course of the first (1st) month of continuous service for the basic drug insurance plan until the following December 31. However, if she has not completed one (1) month of continuous service on October 31, or if her hiring date is between November 1 and December 31, the percentage of time worked is determined as soon as she has completed one (1) month of continuous service and the Employer's contribution remains unchanged for the subsequent year beginning on January 1.
2. afterwards, according to the percentage of time worked during the period from November 1 to October 31 of the preceding year and applicable on January 1 of the subsequent year.

However, the period of one (1) month or three (3) months, stipulated in paragraph a) or b), does not apply in the following cases:

1. when, after having left her Employer permanently, the employee returns to the same Employer within thirty (30) days of her departure;

2. when the employee changes Employers and there is less than thirty (30) days between the time she left her preceding Employer definitely and the time she began working for her new Employer, providing that this plan exists with the new Employer;
3. when the employee enters the bargaining unit while remaining in the service of the same Employer.

To determine the employee's eligibility for the insurance plan with the Employer, the length of employment with the previous Employer is taken into consideration. The length of employment of the employee with the Employer, inside and outside of the bargaining unit, is also used for this purpose.

In these cases, for the purpose of the application of paragraph 23.17 b), the last weeks of employment before the departure or entry in the bargaining unit serve as the reference to complete the period of twelve (12) calendar weeks.

At the end of the period of three (3) months of continuous service, the new part-time employee who works 25% or less of full-time hours can refuse to be covered by the insurance plan stipulated in the insurance contract. This refusal must be indicated, in writing, in the ten (10) calendar days following receipt of a written notice from the Employer indicating the percentage of time worked during the period of three (3) months of continuous service. This new employee must make a written request to be covered by the basic life insurance and salary insurance plans stipulated in this article. This request must be indicated in the notice. This employee benefits from the insurance plans according to the provisions of paragraph b) of this clause.

On the 1st of January of each year, the employee whose hours of work have decreased to 25% or less of full-time hours during the period from November 1 to October 31 of the preceding year may cease to be covered by the insurance plans stipulated in the insurance contract. To do this, the employee must send a written notice, in the ten (10) calendar days following receipt of a written notice from the Employer indicating the percentage of time worked during the reference period. This employee can also cease to be covered by the basic life insurance and salary insurance plans stipulated in this article. This cessation must be indicated in the notice.

The part-time employee who works 25% or less of full-time hours and who has decided by virtue of these provisions to refuse or to cease to be covered by the insurance plans stipulated in the insurance contract or who did not request to be covered or who ceased to be covered by the basic life insurance plan and the salary insurance plan stipulated in this article, can only modify her choice on January 1 of each year.

The employee who did not ask to be covered or who ceased to be covered by the basic life insurance plan and the salary insurance plan stipulated in this article will receive fringe benefits in accordance with the provisions of clause 23.32.

Subject to the provisions of clause 23.15, the employee's participation in the basic drug insurance plan is compulsory after one month of continuous service.

23.02 For the purpose of this article, a dependant is understood to mean the spouse or dependent child or a person suffering from a functional impairment as defined hereafter:

i) spouse: as defined in Article 1 of the collective agreement.

However, the dissolution or annulment of marriage or civil union, as well as the de facto separation for more than three (3) months in the case of common law spouses, results in the loss of the status of spouse. The person married or in a civil union who does not live with her spouse may designate this person as her spouse to the insurer. She can also designate another person in place and stead of her legal spouse if this person meets the definition of spouse stipulated in Article 1.

ii) dependent child: as defined in Article 1 of the collective agreement.

iii) a person suffering from functional impairment: an adult person, who does not have a spouse, suffering from functional impairment as defined in the Regulation respecting the Basic prescription drug insurance plan, which occurred before he/she was eighteen (18) years of age, who does not receive any benefits by virtue of a last resort assistance programme stipulated in the Act respecting Income Security and living with an employee who would exercise parental authority if she was a minor.

23.03 Disability refers to a state of incapacity resulting from tubal ligation, vasectomy or any other surgery related to family planning, an illness, an accident, a complication of pregnancy, or the donation of an organ or bone marrow, which is the object of medical follow-up and causes the employee to be totally incapable of performing the normal duties of her job or of any other analogous job with similar remuneration, offered by the Employer.

23.04 A period of disability is any continuous period, or a series of successive periods, of disability separated by less than fifteen (15) days of effective full-time work or availability for full-time work, unless the employee can establish to the satisfaction of the Employer or his representative that a subsequent period is attributable to an illness or accident completely unrelated to the cause of the previous disability.

23.05 A period of disability resulting from an illness or injury voluntarily brought about by the employee herself, alcoholism or drug addiction, active participation in a riot, in an insurrection or in criminal acts, or from service in the Armed Forces is not recognized as a period of disability for the purpose of this article.

However, the period of disability resulting from alcoholism, drug addiction or attempted suicide during which the employee receives treatment or medical care in view of rehabilitation is recognized as a period of disability.

- 23.06 In compensation for the Employer's contribution to insurance benefits stipulated hereafter, it is established that the Employer benefits from the total abatement authorized by Human Resources and Social Development Canada (HRSDC) in the case of a registered plan.
- 23.07 The provisions pertaining to the life insurance, drug insurance and salary insurance plans in the last collective agreement remain effective until the date this collective agreement comes into effect. Employees who are disabled on the date this agreement comes into effect remain subject to the salary insurance plan described in the last collective agreement until they return to work, subject to clause 23.04.
- 23.08 The Employer participates in setting up and applying the basic drug insurance plan and the extended insurance plans according to the contract between the insurer and the union party, in particular by:
1. informing new employees;
 2. registering new employees;
 3. communicating to the insurer the requests for participation and the pertinent information for the insurer to keep the insured employee's file up-to-date;
 4. the remittance to the insurer of the premiums deducted or, in some cases, received from employees;
 5. the remittance to employees of the application forms, the claim forms and other forms provided by the insurer;
 - 6 the transmission of the information normally required from the Employer by the insurer for the settlement of certain claims;
 7. the transmission to the insurer of the names of the employees who informed the Employer of their decision to retire.

The Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) receives a copy of the book of benefits, the list of companies who bid for tenders and a copy of the contract. The contract must stipulate that the CPNSSS can obtain from the insurer all statements or useful and pertinent compilation of statistics which the latter provides to the union committee. Any modification of the contract is brought to the attention of the CPNSSS and those concerning the management of the plans must be the object of an agreement between the bargaining parties. A modification of the premium can only come into effect after a period of at least sixty (60) days following a written notice to the CPNSSS.

The CPNSSS and the FIQ will meet as needed to try to resolve the difficulties related to the administration of the basic drug insurance plan and the extended plans.

The insurance plan must be contracted from an insurance company which has its head office in Quebec.

There can be a maximum of three (3) extended plans in the insurance contract and the cost of these is entirely borne by the participants. The Employer deducts the required premiums.

23.09 Extended plans which may be instituted may include life insurance and salary insurance benefits in combination with the health insurance benefits. Supplemental salary insurance plans must meet the following requirements:

- the waiting period may not be less than twenty-four (24) months nor less than the period covered by the employee's sick-leave days, if any;
- the net benefit cannot exceed 80% of the net salary, after income tax deduction, including benefits which an employee receives from other sources, namely the Quebec Pension Plan, the Act Respecting Industrial Accident and Professional Diseases, the Quebec Automobile Insurance Act, and the pension plan; this maximum may not be interpreted as setting an identical limit on the benefits which the employee may receive from other sources.

B) BASIC LIFE INSURANCE PLAN

23.10 The employee covered in sub-paragraph a) of clause 23.01 benefits from a life insurance of \$6,400.00.

The Employer pays 100% of the cost of this amount of life insurance benefit

The employee covered in sub-paragraph b) of clause 23.01 benefits from a life insurance of \$3,200.00.

The Employer covers 100% of the cost of this amount of life insurance.

23.11 Special provision

Employees who benefited, on the date of the signature of the last collective agreement, in the context of a group plan to which the Employer contributed, from a life insurance for a higher amount than that stipulated in this collective agreement, and who have remained insured since that time for the amount exceeding the standard plan, can remain so, providing:

- a) that they send a request to their Employer on the form designed for this purpose, no later than six (6) months after the coming into force of this collective agreement;
- b) that they pay, on a monthly basis, the first \$0.40 per \$1,000 of insurance of the cost of this insurance.

C) BASIC DRUG INSURANCE PLAN

23.12 The basic drug insurance plan covers, subject to the provisions of the contract, the drugs sold by a licensed pharmacist or a duly authorized physician, when prescribed by a physician or a dentist.

23.13 The Employer's contribution to the basic drug insurance plan for each pay period may not exceed the lesser of the following amounts:

- a) in the case of a participating employee insured for herself and her dependants:

14-day period	20-03-2011 to 31-03-2011	01-04-2011 to 31-03-2012	01-04-2012 to 31-03-2013	01-04-2013 to 31-03-2014	as of 01-04-2014
Job title for which the maximum in the salary scale on 20-03-2011 is equal or higher than \$40,000 per year	\$4.18	\$4.38	\$4.78	\$5.17	\$5.97
Job title for which the maximum in the salary scale on 20-03-2011 is less than \$40,000 per year	\$8.02	\$9.06	\$10.11	\$11.50	\$13.24

7-day period	20-03-2011 to 31-03-2011	01-04-2011 to 31-03-2012	01-04-2012 to 31-03-2013	01-04-2013 to 31-03-2014	as of 01-04-2014
Job title for which the maximum in the salary scale on 20-03-2011 is equal or higher than \$40,000 per year	\$2.09	\$2.19	\$2.39	\$2.59	\$2.99
Job title for which the maximum in the salary scale on 20-03-2011 is less than \$40,000 per year	\$4.00	\$4.52	\$5.05	\$5.74	\$6.61

b) in the case of a participating employee insured for herself alone:

14-day period	20-03-2011 to 31-03-2011	01-04-2011 to 31-03-2012	01-04-2012 to 31-03-2013	01-04-2013 to 31-03-2014	as of 01-04-2014
Job title for which the maximum in the salary scale on 20-03-2011 is equal or higher than \$40,000 per year	\$1.67	\$1.75	\$1.91	\$2.07	\$2.39
Job title for which the maximum in the salary scale on 20-03-2011 is less than \$40,000 per year	\$3.20	\$3.61	\$4.03	\$4.59	\$5.28

7-day period	20-03-2011 to 31-03-2011	01-04-2011 to 31-03-2012	01-04-2012 to 31-03-2013	01-04-2013 to 31-03-2014	as of 01-04-2014
Job title for which the maximum in the salary scale on 20-03-2011 is equal or higher than \$40,000 per year	\$0.83	\$0.87	\$0.95	\$1.03	\$1.19
Job title for which the maximum in the salary scale on 20-03-2011 is less than \$40,000 per year	\$1.60	\$1.81	\$2.02	\$2.29	\$2.64

c) double the premium paid by the participant herself for the benefits of the basic plan.

23.14 The contract must include the waiver of the Employer's premiums as of the one hundred and fifth (105th) week of disability of an employee.

23.15 Participation in the basic drug insurance plan is compulsory.

In the case when an employee benefits from a leave without pay, she must pay all the necessary contributions and premiums herself.

An employee can, upon written notice to her Employer, refuse or cease to participate in the drug insurance plan providing that she establishes that she herself and her dependants are insured by virtue of a group insurance plan providing similar benefits or, if the contract so permits, of the general drug insurance plan offered by the RAMQ.

Proof of the right to exemption must be kept by the Employer.

23.16 An employee who has refused or ceased to participate in the basic drug insurance plan can decide to participate once again according to the terms stipulated in the contract.

D) SALARY INSURANCE PLAN

23.17 Subject to the provisions in this article, an employee is entitled for all periods of disability during which she is absent from work:

a) to benefits equivalent to the salary she would receive if she was at work, not exceeding the lesser of the number of days of sick leave accumulated to her credit or five (5) work days.

However, if an employee must be absent from work because of illness, without having accumulated a sufficient number of days to cover the first five (5) workdays of absence, she may use, in advance, the days which she will accumulate until November 30 of the year in course. However, in the case of departure before the end of the year, she must reimburse the Employer, out of her last pay cheque, at the current rate at the time of her departure, for the sick-leave days taken in advance and not yet acquired;

b) to a benefit equal to 80% of her salary beginning on the sixth (6th) workday and this for a period of one hundred and four (104) weeks.

For the purposes of calculating the benefits, the employee's salary is the salary rate in the applicable salary scale on the date on which begins the payment of the benefits described in b), including supplements related to the job title and the additional remuneration stipulated in Article 2 of Appendix 3, and in Appendix 11, if any. For employees other than those hired for a permanent full-time position, the amount paid is reduced on the basis of the time worked during the preceding twelve (12) calendar weeks for which no sick leave, maternity, paternity, adoption leave or annual vacation has been authorized in relation to the benefit payable on a full-time basis. However, in the case of an employee

who holds a part-time position, this amount cannot correspond to a lesser number of days than that of her position.

The calculation of the benefits is adjusted afterwards, if applicable, by the rate of increase of the salary scale on the dates stipulated in this collective agreement and/or by the echelon advancement stipulated in her salary scale, if this advancement was scheduled in the six (6) months following the beginning of her disability. However, an employee can only benefit from one echelon advancement during the same period of disability.

Rehabilitation

Beginning on the eighth (8th) week of disability as defined in clause 23.03, an employee who receives salary insurance benefits can, upon the recommendation of the physician assigned by the Employer, or at his request and upon recommendation of the attending physician, benefit from one (1) or several period(s) of rehabilitation within a period of a maximum of three (3) consecutive months, while continuing to be covered by the salary insurance plan. This rehabilitation period is possible with the agreement of the Employer providing it enables the employee to accomplish all the functions related to the position which she occupied prior to the beginning of her disability. The benefits payable during this period of rehabilitation are equivalent to the salary insurance benefits which she would have received if she was not in a period of rehabilitation, reduced by an amount equal to 80% of the gross salary which she receives for the work performed during this period of rehabilitation. These benefits are paid providing that the work continues to be aimed at re-adapting an employee to her position and that her disability persists.

The Employer may, upon recommendation of the appointed physician, extend the rehabilitation period for a maximum of three (3) consecutive months. The Employer and the employee may also agree, upon recommendation of the attending physician, to extend the rehabilitation period for the same time period. A period of rehabilitation cannot have the effect of extending the period of payment of salary insurance benefits, full or reduced, beyond one hundred and four (104) weeks of benefits for this disability.

Assignment

Subject to the provisions stipulated in clause 15.05, the Employer can, upon recommendation of the appointed physician or with the consent of the attending physician, temporarily give priority to an employee who receives salary insurance benefits over employees on the availability list, and assign her to duties that correspond to her residual capacities. This assignment must not represent any hazard for her health, safety or physical well-being. This assignment cannot have the effect of interrupting the period of disability or of extending the period during which full or reduced salary insurance benefits are paid beyond the one hundred and four (104) weeks of benefits for this disability. During this assignment, the employee cannot receive, for the time worked, a salary which is lower than the one she received before the beginning of her disability.

23.18 The employee continues to participate in the government and public employees' retirement plan (RREGOP) as long as the contributions provided for in paragraph b) of clause 23.17 remain payable, including the waiting period and for one (1) additional year if she is disabled at the end of the twenty-fourth (24th) month, except in the event of return to work, death or retirement before the end of this period. She is exempted from contributing to the RREGOP without losing her rights as soon as she stops receiving the benefits stipulated in paragraph a) of clause 23.17, or at the termination of the period stipulated in the second (2nd) paragraph of clause 23.32, depending on the case. The provisions concerning the contribution waiver are an integral part of the provisions of the pension plan (RREGOP) and the resulting costs are shared like that of any other benefit. Subject to the provisions of this collective agreement, the payment of benefits must not be interpreted as conferring to the beneficiary the status of employee, nor as adding to her rights as such, namely with respect to the accumulation of sick-leave days.

23.19 The salary insurance benefits are reduced, without regard to future increases resulting from cost-of-living clauses, by the initial amount of all disability benefits payable by virtue of the law, in particular the Automobile Insurance Act of Quebec, the Act respecting the Quebec Pension Plan, the Act Respecting Industrial Accidents and Occupational Diseases and the different laws regarding pension plans. More specifically, the following provisions apply:

- a) In the case where the disability gives the right to benefits payable by virtue of the Act respecting the Quebec Pension Plan or the different laws on pension plans, the salary insurance benefits are reduced by these disability benefits.
- b) In the case where the disability gives the right to disability benefits payable by virtue of the Automobile Insurance Act of Quebec, the following provisions apply:
 - i) for the period covered by sub-paragraph a) of clause 23.17, if the employee has sick-leave days in reserve, the Employer pays to the employee, if applicable, the difference between her net salary¹ and the benefits payable by the SAAQ. The accumulated sick-leave credit is reduced proportionally to the amount thus paid;
 - ii) for the period covered by sub-paragraph b) of clause 23.17, the employee receives, if need be, the difference between 85% of her net salary¹ and the benefits payable by the SAAQ.
- c) In the case of an employment injury which gives the right to an income replacement indemnity payable by virtue of the Act Respecting Industrial Accidents and Occupational Diseases, the following provisions apply:
 - i) the employee receives from her Employer 90% of her net salary¹, until the consolidation of her injury without exceeding, however, one hundred and four (104) weeks from the beginning of her period of disability;

¹ The net salary is the gross salary reduced by the federal and provincial income taxes and by contributions to the QPP and the Employment Insurance Plan.

- ii) In the case where the consolidation date of her injury is prior to the 104th week following the beginning of her continuous period of absence due to an employment injury, the salary insurance plan stipulated in clause 23.17 applies if the employee is, following the same injury, still disabled according to clause 23.03 and, in such a case, the date of the beginning of such an absence is considered to be the date of the beginning of the disability for the purpose of the application of the salary insurance plan.

If the employee is entitled to an income replacement indemnity during this period, her benefits are decreased accordingly;

- iii) the benefits paid by the Commission de la Santé et de la Sécurité du Travail du Québec for the same period, are due to the Employer, up to, but not exceeding, the amounts stipulated in i) and ii).

The employee must sign the required forms to allow such a reimbursement to the Employer.

The employee's bank of sick-leave days is not affected by such an absence and the employee is considered to be receiving salary insurance benefits.

No salary insurance benefit may be paid for a disability compensated by virtue of the Act Respecting Industrial Accidents and Occupational Diseases when the employment injury entitling the employee to it occurred with another Employer. In this case, the employee is obligated to inform her Employer of such an accident and of the fact that she is receiving an income replacement indemnity.

To receive the benefits stipulated in clauses 23.17 and 23.19, an employee must inform the Employer of the weekly amount of benefits payable by virtue of all laws.

- 23.20 The payment of the benefits ceases with the payment for the last week of the month during which the employee retires. The amount of the benefit is divided, if necessary, into one fifth (1/5) of the amount stipulated for a complete week for each workday of disability during the regular workweek.

- 23.21 No benefit is payable during a strike, except for a disability having begun previously.

- 23.22 Payment of benefits payable for sick-leave days as well as salary insurance is made directly by the Employer, subject to submission of supporting documents by the employee that may be reasonably requested.

The employee is entitled to the reimbursement of the fee charged by the physician for any additional medical information required by the Employer.

The employee is responsible for ensuring that all supporting documents are duly completed.

- 23.23 Whatever the duration of the absence, whether the latter is compensated or not, and whether an insurance contract is underwritten or not for the purpose of guaranteeing the risk, the Employer or the insurer or

the government agency chosen by the management party as a representative of the Employer for this purpose, may verify the reason for the absence and control the nature, as well as the duration, of the disability.

- 23.24 In order to make this verification possible, the employee must advise her Employer without delay when she is unable to go to work because of a disability and promptly submit the required supporting documents listed in clause 23.22; the Employer or his representative may require a declaration from the employee or from her attending physician, except in cases where, because of circumstances, no physician was consulted; he may also have the employee examined relative to any absence, the cost of the examination not being at the expense of the employee, and travel expenses reasonably incurred are reimbursed according to the provisions of the collective agreement.
- 23.25 The verification may be made on a sampling basis as well as when the Employer judges it pertinent given the accumulation of absences. In the event that the employee has made a false declaration or that the reason for the absence is other than the illness of the employee, the Employer may take appropriate disciplinary measures.
- 23.26 If, because of the nature of the disability, the employee has not been able to advise the Employer without delay or to submit the required proof promptly, she must do so as soon as possible.

23.27 Procedure for the settlement of a dispute regarding a disability

An employee may appeal any disagreement regarding the existence or presumed termination of a disability or the Employer's decision to demand that she perform or extend a period of rehabilitation or an assignment stipulated in clause 23.17, according to the following procedure.

1. The Employer must send a written notice to the employee and the Union regarding his decision to not or no longer recognize the disability or to demand that the employee perform or extend a rehabilitation period or an assignment. The notice transmitted to the employee is accompanied by the report or reports and expert opinions directly related to the disability that the Employer will send to the physician-arbitrator and which will be used in the medical arbitration procedure stipulated in paragraph 3 or 4.
2. The employee who does not come to work on the date indicated in the notice stipulated in paragraph 1 is deemed to have contested the Employer's decision by grievance on this date.¹
3. In the event that the disability falls within the field of practice of a physiatrist, a psychiatrist or an orthopaedist, the medical arbitration procedure applies:
 - a) The local parties have a ten (10)-day period following the date of the filing of the grievance to agree on the appointment of a physician-arbitrator. The local parties may choose a physician-arbitrator who is not part of the list. If there is no agreement on the pertinent specialty in the first five (5) days, it is determined

¹ In the case of the candidate for the practice of the nursing profession and the employees covered by the provisions of clause 15.02, clause 2.13 of Appendix 12 applies.

within the two (2) following days by the general practitioner or his substitute¹ on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician appointed by the Employer. In this case, the local parties have the number of days left before the end of the ten (10)-day period to agree on the appointment of the physician-arbitrator. Failing an agreement on the choice of the physician-arbitrator, the registrar appoints one from the list hereby stipulated in this paragraph, alternately, according to the pertinent speciality determined and the following two (2) geographical sectors:

PHYSIATRICS

East Sector²

Boulet, Daniel, Québec
Lavoie, Suzanne, Québec
Morand, Claudine, Québec
Parent, René, Québec

West Sector³

Bouthillier, Claude, Montréal
Lambert, Richard, Montréal
Morand, Marcel, Laval
Tinawi, Simon, Montréal

ORTHOPAEDICS

East Sector²

Beaupré, André, Québec
Bélangier, Louis-René, Chicoutimi
Blanchet, Michel, Charlesbourg
Fradet, Jean-François, Québec
Gilbert, André, Québec
Lacasse, Bernard, Québec
Lefebvre, François, Chicoutimi
Lemieux, Rémy, Chicoutimi
Lépine, Jean-Marc, Sainte-Foy
Montminy, Patrice, Québec
Séguin, Bernard, Chicoutimi

West Sector³

Beaumont, Pierre, Montréal
Bellemare, Louis, Montréal
Bertrand, Pierre, Laval
Blanchette, David, Montréal
Desnoyers, Jacques, Longueuil
Dionne, Julien, Saint-Hyacinthe
Gagnon, Sylvain, Laval
Godin, Claude, Montréal

1 For the duration of this collective agreement, the general practitioner is Gilles Bastien and his substitutes are Réjean Haineault and Daniel Choinière.

2 The East Sector includes the following regions: Bas St-Laurent, Saguenay-Lac-St-Jean, Québec, Chaudière-Appalaches, Côte-Nord, Gaspésie-Îles-de-la-Madeleine.

3 The West Sector includes the following regions: Mauricie, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Centre du Québec, Nunavik and Terres-Cries-de-la-Baie-James.

Guimond-Simard, Sébastien, Laval
Héron, Timothy A., Montréal
Jodoin, Alain, Montréal
Lamarre, Claude, Montréal
Major, Pierre, Montréal
Murray, Jacques, Tracy
Perron, Odette, Hull
Ranger, Pierre, Laval
Renaud, Éric, Laval

PSYCHIATRY

East Sector¹

Bernatchez, Jean-Pierre, Québec
Brochu, Michel, Québec
Fournier, Jean-Pierre, Québec
Gauthier, Yvan, Québec
Girard, Claude, Québec
Jobidon, Denis, Québec
Laplante, Bruno, Québec
Leblanc, Gérard, Québec
Rochette, Denis, Chicoutimi
Simard, Normand, Chicoutimi

West Sector²

Côté, Louis, Montréal
Fortin, Hélène, Montréal
Gascon, Louis, Montréal
Grégoire, Michel F., Montréal
Guérin, Marc, Montréal
Legault, Louis, Montréal
Massac, Charles-Henri, Montréal
Morin, Luc, Verdun
Pineault, Jacynthe, St-Hyacinthe
Poirier, Roger-Michel, Montréal
Turcotte, Jean-Robert, Montréal

- b) In order to be appointed, the physician-arbitrator must be able to deliver a decision within the time limit.
- c) Within fifteen (15) days following the determination of the pertinent specialty, the employee or the union representative and the Employer transmit to the physician-arbitrator the files and expert opinions directly related to the disability produced by their respective physicians.
- d) The physician-arbitrator meets the employee and, if he deems it necessary, examines her. This meeting must be held within thirty (30) days of the determination of the pertinent specialty.
- e) Travel expenses reasonably incurred by the employee are reimbursed by the Employer according to the provisions of the

1 The East Sector includes the following regions: Bas St-Laurent, Saguenay-Lac-St-Jean, Québec, Chaudière-Appalaches, Côte-Nord, Gaspésie-Iles-de-la-Madeleine.

2 The West Sector includes the following regions: Mauricie, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Centre du Québec, Nunavik and Terres-Cries-de-la-Baie-James.

collective agreement. If her health status does not enable her to travel, she is not obliged to do so.

- f) In the case where the physician-arbitrator reaches the conclusion that the employee is or remains invalid, he may also rule on whether the employee is capable of a rehabilitation period or an assignment.
 - g) The physician-arbitrator issues a decision on the basis of the documents stipulated in accordance with the provisions of paragraph c) and the meeting stipulated in paragraph d). He must render his decision no later than forty-five (45) days after the date on which the grievance is filed. His decision is final and binding.
4. In the case where the disability does not fall within the field of practice of a physiatrist, psychiatrist or orthopaedist, the medical arbitration procedure stipulated in sub-paragraph 3 applies, replacing sub-paragraph a) by the following:

The local parties have ten (10) days following the filing of the grievance to agree on the appointment of a physician-arbitrator. Failing an agreement on the pertinent specialty within the first five (5) days, it is determined in the two (2) following days by the general practitioner or his substitute¹ on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician appointed by the Employer. In this case, the local parties dispose of the remaining number of days to respect the ten (10) day deadline for agreeing on the appointment of the physician-arbitrator. Failing an agreement on the choice of the physician arbitrator, the Employer notifies the general practitioner or his substitute in order that the latter appoint a physician in the identified field of practice within five (5) days.

The employee cannot contest, by virtue of the provisions of the collective agreement, her capacity to return to work in the case where a body or a court of competent jurisdiction constituted by virtue of a law, notably the Automobile Insurance Act, the Act respecting Industrial Accidents and Occupational Diseases or the Crime Victims Compensation Act, has already ruled on her capacity to return to work in relation with the same disability and the same diagnosis.

The Employer cannot require that an employee return to work before the date stipulated on the medical certificate or as long as the physician-arbitrator has not decided otherwise.

Until the date of her return to work or until the decision of the physician-arbitrator, the employee receives the salary insurance benefits stipulated in this article.

If the decision concludes the inexistence or end of the disability, the employee reimburses the Employer at the rate of ten percent (10%) of the amount paid per pay period, until the extinguishment of the debt.

The physician-arbitrator's expenses and fees are not at the expense of the union party.

¹ For the duration of this collective agreement, the general practitioner is Gilles Bastien and his substitutes are Réjean Haineault and Daniel Choinière.

23.28 The sick days accumulated by the employee on the date of the coming into effect of the provisions of the preceding collective agreement and not used by virtue of the provisions of this collective agreement remain credited to the employee and may be used, at the regular salary rate at the time they are used, in the manner stipulated hereafter:

- a) to fill the five (5)-workday waiting period, when the employee has exhausted her 9.6 days of sick leave for the year stipulated in clause 23.29;
- b) for pre-retirement purposes;
- c) for buying back years of service non-contributed to RREGOP, Section III of Chapter II of the Act. In this case, the credit of sick-leave days is used totally as follows:
 - the first sixty (60) days at their full value; and
 - the subsequent days, in excess of the sixty (60) days, at half their value;
- d) to make up the difference between the employee's net salary and the salary insurance benefit stipulated in sub-paragraph b) of clause 23.17. During this period, the sick-leave credit is reduced proportionately to the amount thus paid.

The same rule applies at the termination of the hundred and four (104) weeks of salary insurance benefits. For the purpose of the application of this paragraph, the net salary is the gross salary reduced by federal and provincial income taxes, contributions to the QPP, to employment insurance and the pension plan.

- e) upon departure of the employee, the accumulated unused sick-leave days are paid, day by day, up to and not exceeding sixty (60) workdays. The sick days accumulated in excess of sixty (60) workdays are paid at the rate of one half workday for each workday accumulated up to thirty (30) workdays. The maximum number of days payable upon departure cannot, in any case, exceed ninety (90) workdays.

23.29 At the end of each month of remunerated service, an employee is credited 0.8 workdays of sick leave. For the purpose of this clause, the accumulation of sick-leave days is suspended during any authorized absence of more than thirty (30) days; accumulation is not suspended during authorized leaves of absence which do not exceed thirty (30) calendar days.

Any continuous period of disability of more than twelve (12) months interrupts the accumulation of vacation days and this without regard to the reference period stipulated in clause 21.01.

Employees are entitled to use three (3) workdays of sick leave stipulated in the first paragraph for personal motives. The employee takes these days separately, upon a twenty-four (24)-hour notice to the Employer, who cannot refuse without valid reason.

23.30 The employee who has not completely used up the sick-leave days to which she is entitled by virtue of clause 23.29, receives, no later than December 15 of each year, payment for the days thus accumulated and unused on November 30 of each year.

- 23.31 Disability periods in progress on the date this collective agreement comes into effect are not interrupted.
- 23.32 Part-time employees benefit from the provisions stipulated in paragraph 7.10 2-, instead of accumulating sick-leave days as stipulated in clause 23.29.

Part-time employees who are covered by the basic life insurance plan and the salary insurance plan benefit from the other provisions of the salary insurance plan except that the benefits become payable for each disability period only after seven (7) calendar days of absence from work for cause of disability, starting on the first day the employee was required to be present at work.

E) RESERVED POSITION

- 23.33 When an employee becomes incapable for medical reasons of performing part or all of the duties related to her position, the Employer and the Union may agree, upon recommendation of the Health Service or a physician appointed by it, or upon recommendation of the employee's physician, to reassign the employee to another position for which she meets the normal requirements of the job.

In this case, the attributed position is not posted and the employee does not suffer any drop in salary as a result of this transfer.

ARTICLE 24

PENSION PLAN

- 24.01 The Act respecting the Government and Public Employees Retirement Plan (RSQ, c.R-10) and its amendments apply to the employees covered by this collective agreement.

Progressive retirement programme

- 24.02 The purpose of the progressive retirement programme is to allow a full-time or part-time employee who holds a position and who works more than forty percent (40%) of full-time hours, to reduce her work time during the last years of employment before retiring.
- 24.03 Granting of progressive retirement is subject to prior agreement with the Employer taking into consideration the needs of the centre of activities.

A full-time or part-time employee may only avail herself of the programme once, even if it is cancelled before the expiry date of the agreement.

- 24.04 The progressive retirement programme is subject to the following terms:

1) Period covered by these provisions and retirement

- a) These provisions may apply to an employee for a minimum period of twelve (12) months and for a maximum period of sixty (60) months;

- b) this period, including the percentage and the organization of work time, is hereafter called “the agreement”;
- c) at the end of the agreement, the employee retires;
- d) however, in the event that an employee does not qualify for retirement at the end of the agreement for reasons beyond her control (e.g. strike, lockout, correction of prior years of service), the agreement shall be extended until the date on which the employee qualifies for retirement.

2) Duration of the agreement and percentage of work time

- a) The agreement shall be for a minimum of twelve (12) months and a maximum of sixty (60) months;
- b) the request shall be made in writing at least ninety (90) days before the beginning of the agreement; the request shall also stipulate the length of the agreement;
- c) the percentage of work time on an annual basis shall be at least forty percent (40%) and no more than eighty percent (80%) of the work time of a full-time employee;
- d) the organization and percentage of work time shall be agreed upon by the employee and the Employer and may fluctuate during the course of the agreement. Moreover, the Employer and the employee may agree, in the course of the agreement, to alter the organization and percentage of work time;
- e) The agreement between the employee and the Employer shall be recorded in writing and a copy given to the Union.

3) Rights and benefits

- a) For the duration of the agreement, the employee shall receive remuneration which corresponds to her work time;
- b) the employee shall continue to accumulate seniority as if she did not participate in the programme;
for the part-time employee, the reference period for the calculation of seniority is the weekly average of the days of seniority accumulated in the course of her past twelve (12) months of service or since her date of beginning of employment, whichever is closer to the date on which the agreement begins;
- c) for the purpose of qualifying for a pension and for the purpose of calculating the pension annuity, the employee shall be credited with the full-time or part-time service she accomplished before the beginning of the agreement;
- d) for the duration of the agreement, the employee and Employer shall pay contributions to the pension plan on the basis of the evolving pensionable earnings and of the employee’s work time (full-time or part-time) before the beginning of the agreement.
- e) in the event a disability occurs during the course of the agreement, the employee’s contribution to the pension plan, on the basis of the evolving pensionable earnings and her work time before the beginning of the agreement, shall be waived;

during a period of disability, an employee shall receive salary insurance benefits calculated on the basis of the organization and annual percentage of work time agreed upon, without going beyond the date of the end of the agreement;

- f) in accordance with clause 23.28, days of sick leave credited to an employee may be used in the context of the agreement to relieve an employee of some or all of the workdays provided for by the agreement, up to the equivalent of the number of days of sick leave to her credit;
- g) during the life of the agreement, an employee shall be entitled to the basic life insurance plan to which she was entitled before the beginning of the agreement;
- h) the Employer shall continue to pay a contribution to the basic drug insurance plan, corresponding to that which he paid before the beginning of the agreement, providing the employee pays her contribution.

4) **Voluntary transfer**

In the event of the voluntary transfer of an employee benefiting from the progressive retirement programme, the employee and the Employer shall meet in order to agree on whether or not to maintain the agreement and on any modifications which may be made to it. Failing agreement, the agreement shall be terminated.

5) **Bumping or layoff**

When an employee's position is abolished or when she is bumped, the employee is deemed to work the time (full-time or part-time) normally stipulated for her position for the purpose of the application of the bumping procedure. She continues to benefit from the progressive retirement programme.

In the event that an employee is laid off and is entitled to job security, such a layoff does not have any effect on the agreement; the agreement continues to apply during the layoff.

6) **Termination of the agreement**

The agreement shall come to an end in the following cases;

- retirement
- death
- resignation
- dismissal
- withdrawal with the Employer's consent
- disability of the employee which lasts for more than three (3) years if, in the course of the first two (2) years of this disability, she was eligible for salary insurance.

In these cases, as well as in the one stipulated in paragraph 24.04 4), the service credited by virtue of the agreement is maintained; where applicable, unpaid contributions, accumulating with interest, remain on file.

24.05 Except for provisions to the contrary in the preceding paragraphs, an employee who benefits from the progressive retirement programme shall be covered by the provisions of the collective agreement which apply to part-time employees.

24.06 Specific provisions for employees transferred from health units

Employees thus transferred will suffer no prejudice to their pension fund, in accordance with Section 75 of the Act Respecting the Civil Service Superannuation Plan.

ARTICLE 25

MEALS

25.01 Meals

If meals are served to beneficiaries on the work premises of the employee, or in a place to which the employee can go to have her meal within a limited time period, the Employer provides the employee with a suitable meal, when such a meal period falls within her work schedule.

The employee who, on account of her place of work, already benefits from a meal allowance because she fails to have access to a meal service in operation, continues to benefit from this allowance, unless the Employer can compensate for the absence of service otherwise.

The price of each meal is by item but the complete meal does not exceed:

Breakfast	\$1.85
Lunch	\$4.20
Supper	\$4.20

The cost of meals is increased on April 1 each year according to the percentage of increase of the salary rates and scales stipulated in clause 7.26 of the collective agreement.

An employee may bring her meal and have it in an appropriate place designated by the Employer for this purpose.

25.02 In institutions where the rates are higher than stipulated in the previous clause, these rates will remain in effect for the duration of this collective agreement.

25.03 The Employer also provides a meal to the employee who works on the night shift.

ARTICLE 26

TRAVEL ALLOWANCES

26.01 An employee who, at the request of the Employer, must perform her duties outside her home base, is entitled to a travel allowance as stipulated in this article.

Automobile expenses

26.02 When an employee is authorized to use her personal automobile, she receives for every trip made in the course of her duties, an allowance established as follows:

- for the first 8,000 km during a fiscal year \$0.430/km
- for all kilometres over 8,000 km during a fiscal year \$0.355/km

An amount of \$0.10 is added to the allowance stipulated for kilometres travelled on a gravel road.

When the employee does not use her personal automobile, the Employer reimburses the employee for the expenses incurred in accordance with the conditions established locally.

Similarly, when the Employer requires that an employee use her personal automobile and she is unable to do so because of a mechanical problem, the Employer determines another means of transportation for that day and reimburses the employee for the expenses thus incurred, and this for a maximum of five (5) days per year.

Tolls and parking fees incurred by the employee when travelling in the performance of her duties are reimbursed.

26.03 An employee who is required by her Employer in writing to use an automobile, who uses her personal automobile to this end regularly, and who travels less than 8,000 km during the year, is entitled to receive, in addition to the allowance stipulated in the general plan, a compensation equal to \$0.08 per km included between the number of kilometres actually travelled and 8,000 km, payable at the end of the year.

The employee who is required to use her personal automobile during a replacement is entitled to the benefits of this paragraph prorated to the length of the replacement.

When the Employer no longer requires the use of a personal automobile, the employee is entitled, for the entire current year, to the compensation determined according to the conditions stipulated in the two (2) preceding paragraphs.

26.04 Business insurance

An employee who is required by the Employer to use her personal automobile and who presents proof of payment of a business insurance premium for the use of her automobile for work purposes in the service of the Employer, receives reimbursement for the annual premium.

The business insurance must include all the necessary clauses including those which allow for the transportation of passengers as an ordered service, and it must not be cancelled before the expiry date without notifying the Employer beforehand. Before making the payment, the Employer may demand a copy of the insurance policy and all related clauses.

The Employer cannot be held responsible for the omission by an employee who can benefit from this clause to take a business

insurance; the Employer must notify the employee of this exemption by written notice.

26.05 **Meals**

When travelling, an employee is entitled to the following meal allowances in accordance with the conditions established locally:

Breakfast: \$10.40

Dinner: \$14.30

Supper: \$21.55

26.06 **Lodging**

When an employee must stay in a hotel in the course of her duties, she is entitled to the reimbursement of the actual and reasonable lodging expenses incurred, plus a daily allowance of \$5.85.

If an employee stays elsewhere than in an hotel, she receives a set daily allowance of \$22.25 when staying with a parent or friend; furthermore, the employee is then reimbursed for the number of kilometres she is required to travel to go from her place of work to the place where she is staying, up to a maximum of 32 km round trip.

26.07 If, during the course of this collective agreement, a government regulation authorizes tariffs higher than those stipulated in clauses 26.02, 26.05 and 26.06 for employees governed by this collective agreement, the Employer agrees to make adjustments within thirty (30) days to the rates stipulated in these clauses.

ARTICLE 27

PERSONAL LEAVES

27.01 The Employer grants the employee:

- 1- a five (5) calendar-day leave in the event of the death of the following members of her family: spouse, child.
- 2- a three (3) calendar-day leave in the event of the death of the following members of her family: father, mother, brother, sister, stepfather, stepmother, father-in-law, mother-in-law, daughter-in-law and son-in-law.
- 3- one (1) calendar-day of leave in the event of the death of a sister-in-law, brother-in-law, grandparents and grandchild.
- 4- the employee is entitled to one (1) additional day for travel if the place of funeral is two hundred and forty (240) kilometres or more from her place of residence for the deaths mentioned in the preceding paragraphs.

27.02 For calculation purposes, the leaves mentioned in subparagraph 1 and 2 of clause 27.01 begin on the date of the death. The leave mentioned in paragraph 3 of clause 27.01 may be taken at the employee's choice between the date of the death and the date of the funeral inclusively.

- 27.03 Notwithstanding the provisions of clause 27.02, the employee may use one of the days of leave stipulated in subparagraphs 1, 2 and 3 of clause 27.01 to attend the burial or cremation when one of these events is held outside of the stipulated time period.
- 27.04 For the calendar days of leave mentioned in clause 27.01, the employee receives a remuneration equivalent to that which she would receive if she was at work except if it coincides with another leave stipulated in this collective agreement.
- 27.05 An employee who is called upon to act as juror or to appear as witness in a case where she is not a party, receives, for the period when she is called upon to act as juror or to appear as a witness, the difference between the regular salary stipulated for her job title and the benefit paid by Court.
- 27.06 In all cases, the employee notifies her immediate superior or the director of personnel and, upon request by the latter, produces proof or attestation of these facts.

27.07 Family leave

An employee may, after having informed the Employer as soon as possible, be absent from work up to ten (10) days without pay per year to fulfill obligations related to the care, health or education of her child or her spouse's child, or due to the health condition of her spouse, father, mother, brother, sister or one of her grandparents.

The days used are deducted from the annual sick-day bank or taken without pay, at the employee's choice.

This leave may be divided into half days if the Employer agrees.

- 27.08 An employee may be absent from work through the application of sections 79.8 to 79.15 of the Act respecting Labour Standards, by informing the Employer of the reasons for her absence as soon as possible and providing the proof justifying her absence.

During this leave without pay, an employee accumulates her seniority and her experience. She continues to participate in the basic drug insurance plan by paying her share of the premiums. She can also continue to participate in the applicable extended insurance plans by making the request at the beginning of the leave and by paying all the premiums.

At the end of this leave without pay, the employee may return to her position or, if applicable, a position that she obtained through an application, in accordance with the provisions of the collective agreement. In the event that the position has been abolished, or in the case of bumping, the employee is entitled to the benefits that she would have had if she had been at work.

27.09 **Marriage or civil union leave**

On the occasion of her marriage or civil union, an employee who holds a full-time position is entitled to one (1) week of paid leave.

The part-time employee is also entitled to such a leave prorated to the number of days of the position she holds. In the case where this employee holds an assignment on the date of her departure on leave, this leave is remunerated prorated to the number of days scheduled in the assignment on that date including, if applicable, the number of days of the position she holds if she has not temporarily left her position.

This leave for marriage or civil union is granted on the condition that the employee make the request at least four (4) weeks in advance.

ARTICLE 28

PROTECTION OF VESTED PRIVILEGES

28.01 The advantages or privileges related to a Quebec matter as defined by the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors acquired by an employee before December 15, 2005, which apply to her and which are superior to the provisions of this collective agreement, are maintained for the benefit of this employee alone.

Notwithstanding the provisions of this paragraph, no modification to the list of job titles, the job descriptions, or the salary rates and scales in the health and social services network made by an institution may constitute an acquired advantage or privilege, nor be invoked as such by an employee.

28.02 The provisions contained in the 2000-2002 or 2000-2003 collective agreements or in previous collective agreements cannot be invoked as a vested privilege.

ARTICLE 29

REGIONAL DISPARITIES

29.01 For the purpose of this clause, the following are understood to mean:

1- Dependant:

The spouse, the dependent child and any other dependant according to the definition in the Income Tax Act, providing that this person lives with the employee. However, for the purpose of this paragraph, the income earned by the employee's spouse does not entail the loss of his status of dependant.

The fact that a child attends a public high school in a locality other than the employee's place of residence does not make him lose the status of dependant when no public high school is accessible in the locality where the employee lives.

Similarly, the fact that a child attends a public pre-school or primary school institution in a locality other than the employee's place of residence does not make him lose the status of dependant when no public pre-school or primary school in the child's learning language (French or English) is accessible in the locality where the employee lives.

Also deemed to hold the status of dependant, a child age twenty-five (25) or less who meets the following 3 conditions:

1. the child attends a recognized public postsecondary school full time in another locality than the place of residence of the employee working in a locality in sectors III, IV and V except for the localities of Parent, Sanmaur and Clova;
2. during the twelve (12) months preceding the beginning of her postsecondary education programme, the child held the status of dependant in accordance with the definition of dependant stipulated in this article;
3. the employee provided the supporting documents attesting to the fact that the child is attending a public postsecondary education programme full-time; a proof of registration at the beginning of the session and proof of attendance at the end of the session.

The recognition of the status of dependant as defined in the preceding paragraph allows the employee to keep her level of isolation and remote premium and the dependent child to benefit from the provisions related to trips out.

However, the transportation costs allotted to the dependent child and from other programmes, are deducted from the benefits related to trips out for this dependent child.

And, the child age twenty-five (25) or under who is no longer considered a dependant for the application of this sub-clause and who attends a public postsecondary school full-time will once again have the status of dependant if he/she meets the above-mentioned conditions 1) and 3).

Starting point:

Residence, in the legal sense of the term, at the time of hiring, insofar as the residence is located in any of the localities of Quebec. The said starting point can be modified by agreement between the Employer and the employee on condition that it be located in any one of the localities of Quebec.

2- Sectors:

Sector V

The localities of Tasiujak, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Tarpangajuk.

Sector IV

The localities of Wemindji, Eastmain, Fort Rupert (Waskageganish), Némiscau (Nemaska), Inukjuak, Puvirnituq, Umiujaq.

Sector III

- The territory located north of the 51st degree of latitude including Mistissini, Kuujjuak, Kuujjuarapik, Poste-de-la-Baleine (Whapmagoostoo), Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi with the exception of Fermont and the localities specified in sectors IV and V;
- The localities of Parent, Sanmaur and Clova;
- The territory of the North Shore, from east of Havre-St-Pierre to the border of Labrador, including Île d'Anticosti.

Sector II

- The municipality of Fermont;
- The territory of the North Shore, located east of Rivière Moisie and extending to Havre St-Pierre inclusively;
- Iles-de-la-Madeleine.

Sector I

The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

SECTION II LEVEL OF PREMIUMS

29.02 An employee working in one of the above-mentioned sectors receives an annual isolation and remote premium of:

Sectors	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
With dependant(s)					
Sector V	18,081	18,217	18,399	18,721	19,095
Sector IV	15,326	15,441	15,595	15,868	16,185
Sector III	11,786	11,874	11,993	12,203	12,447
Sector II	9,367	9,437	9,531	9,698	9,892
Sector I	7,574	7,631	7,707	7,842	7,999

Sectors	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
Without dependant)					
Sector V	10,256	10,333	10,436	10,619	10,831
Sector IV	8,695	8,760	8,848	9,003	9,183
Sector III	7,368	7,423	7,497	7,628	7,781
Sector II	6,243	6,290	6,353	6,464	6,593
Sector I	5,295	5,335	5,388	5,482	5,592

29.03 A part-time employee working in one of the above-mentioned sectors receives this premium prorated to the number of hours worked.

29.04 The amount of the isolation and remote premium is prorated to the length of the employee's assignment in the territory of an Employer included in a sector described in Section I.

29.05 Subject to clause 29.04 of this section, the Employer ceases to pay the isolation and remote premium stipulated in this section if an employee and her dependants deliberately leave the territory during a leave or paid absence of more than thirty (30) days. However, the isolation and remote premium is maintained as if the employee was at work in the case of an absence for annual vacation, statutory holidays, sick leave, maternity leave, paternity leave or adoption leave, protective reassignment, occupational injury or professional disease.

The employee who avails herself of the provisions of the leave with deferred pay plan may, at her request, defer the payment of her isolation and remote premium in the same way as agreed to for her salary.

29.06 In the event spouses work for the same Employer or when either spouse works for two (2) different public and parapublic sector Employers, only one (1) of the two (2) may receive the applicable premium for employees with (a) dependant(s), if there is one (1) or more dependant(s) other than the spouse. If there is no dependant besides the spouse, each is entitled to the premium for employees without dependants, notwithstanding the definition of the term "dependant" in Section I of this paragraph.

SECTION III OTHER BENEFITS

29.07 The Employer assumes the following costs for all employees recruited in Quebec more than fifty (50) kilometres from the locality in which the employee is called upon to perform her duties, provided it is located in one of the sectors described in Section I:

- a) the cost of transportation for the relocated employee and her dependant(s);
- b) the cost of transportation for her personal effects and those of her dependant(s) up to:
 - 228 kg for each adult or each child 12 years of age and over;
 - 137 kg for each child under 12 years of age;
- c) the cost of transportation for her furniture and furnishings, if any;
- d) the cost of moving a motorized vehicle, if need be, by road, ship or train;
- e) the cost of storing the employee's furniture, furnishings and personal belongings, if need be.

29.08 In the case of the departure of the employee, the expenses stipulated in clause 29.07 are reimbursed. However, the employee is not entitled to reimbursement for these expenses if she resigns to work for another Employer before the 45th calendar day following her arrival in the territory.

29.09 In the event that an employee who is eligible for the provisions in paragraphs b), c), and d) of clause 29.07 of this section, decides not to avail herself of all or part of the said provisions immediately, she remains eligible for them during the two (2) years following the date of the beginning of her assignment.

29.10 These expenses are payable on condition that the employee is not reimbursed by another plan, such as the Federal Manpower Mobility Plan, and only in the following cases:

- a) in the case of the employee's first assignment;
- b) in the case of a subsequent assignment or transfer requested by either the Employer or the employee;
- c) in the case of a breach of contract, voluntary termination of employment, or death of the employee; in the case of Sectors I and II, the reimbursement is prorated to the time worked, with regard to an established reference period of one (1) year, except in the case of death;
- d) when an employee obtains a leave for study; in this case, the expenses referred to in clause 29.07 of this section are also payable to the employee whose starting point is located fifty (50) kilometres or less from the locality where she performs her duties.

29.11 For the purpose of this section, these expenses are assumed by the Employer between the starting point and the place of assignment, and are reimbursed upon presentation of supporting documents.

In the case of an employee recruited outside Quebec, these expenses are borne by the Employer without exceeding the equivalent of the cost from Montreal to the locality where the employee is called upon to perform her duties.

When the two (2) spouses work for the same Employer, only one (1) of the two (2) spouses may claim the benefits granted in this section. When one (1) of the spouses has received equivalent benefits from

another Employer or another source for this move, the Employer is not obliged to pay any reimbursement.

- 29.12 The weight of 228 kilograms stipulated in paragraph b) of clause 29.07 of this section is increased by forty-five (45) kilograms per year of service spent in the territory in the employ of the Employer. This provision applies exclusively to the employee.

SECTION IV TRIPS OUT

- 29.13 The Employer reimburses the employee who is recruited more than fifty (50) kilometres from the locality in which she performs her duties, for the inherent cost of the following trips for her and her dependant(s):

- a) for localities in Sector III, except those listed in the following paragraph, for localities in Sectors IV and V and that of Fermont: four (4) trips per year for employees without dependants and three (3) trips per year for employee(s) with dependant(s);
- b) for the localities of Havre St-Pierre, Parent, Clova, Sanmaur, as well as Iles-de-la-Madeleine: one (1) trip per year.

In the case of trips granted to employees with dependant(s), it is not necessary that a trip be taken simultaneously by all those entitled to such a trip. However, in no case, can this provision give an employee and her dependants a greater number of trips than the one to which each is entitled.

The fact that the employee's spouse works for the Employer or an Employer of the public or parapublic sector should not have the effect of granting the employee a greater number of trips paid by the Employer than that stipulated in the collective agreement.

These expenses are reimbursed upon presentation of supporting documents on behalf of the employee and her dependant(s) up to a maximum, for each, equivalent to the price of a return airplane ticket (regular or chartered flight, if made with the Employer's agreement) from the assignment area to the starting point located in Quebec or to Montreal.

In the case of an employee recruited outside Quebec, these fees must not exceed the lesser of the following two (2) amounts:

- either the equivalent of the price of a return airplane ticket (regular flight) from the assignment area to her residence at the time of hiring;
- or the equivalent of the price of a return airplane ticket (regular flight) from the assignment area to Montreal.

- 29.14 A trip out may be used by the spouse or non-resident spouse, by a non-resident relative or by a friend to visit the employee living in one of the regions mentioned in Section 1. The provisions of this section apply for the reimbursement of costs.

- 29.15 The distribution and arrangement of the trips stipulated in clause 29.13 may be the subject of an agreement between the Union and the Employer, including the arrangement of trips in the case of transportation delays not attributable to the employee.

29.16 Subject to an agreement with the Employer concerning the conditions for recuperation, an employee may use a maximum of one (1) trip by anticipation in the event of the death of a family member living outside the locality.

For the purposes of this paragraph, a close family member is defined as follows: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, step-father, step-mother, son-in-law and daughter-in-law.

The use of a trip by anticipation cannot have the effect of granting an employee a greater number of trips than that to which she is entitled.

SECTION V REIMBURSEMENT OF TRANSIT EXPENSES

29.17 The Employer reimburses the employee upon presentation of supporting documents, for the expenses incurred in transit (meals, taxi and lodging if any), for herself and her dependants at the time of hiring and all regular leaves, on condition that these expenses are not assumed by a conveyer.

SECTION VI DEATH OF THE EMPLOYEE

29.18 In the case of the death of the employee or one of the dependants, the Employer pays the transportation costs for the repatriation of the body of the deceased. In addition, the Employer reimburses the dependants for the expenses inherent to a return trip from the place of assignment to the burial site in Quebec, in the case of an employee's death.

SECTION VII TRANSPORTATION OF FOOD

29.19 The employee who is unable to provide her own food supply in sector V and IV, in the localities of Kuujjuak, Kuujuaaraapik, Poste-de-la-Baleine (Whapmagoostoo), Chisasibi, Radisson, Mistissini, Waswanipi, because there is no source of supply in her locality, receives payment for food transportation expenses up to the following maximum weights:

- 727 kg per year, per adult and per child aged 12 and over;
- 364 kg per year, per child aged less than 12 years.

This benefit is granted according to one or the other of the following formulas:

- a) either the Employer takes charge of transportation from the most accessible or the most economical source from the point of view of transportation and directly assumes the cost;
- b) either the Employer pays the employee an allowance corresponding to the expenses which would have been incurred according to the first formula.

SECTION VIII VEHICLE AT THE EMPLOYEE'S DISPOSAL

29.20 In all localities where private vehicles are prohibited, cars may be made available to employees, subject to a local arrangement.

SECTION IX LODGING

- 29.21 The obligations and practices concerning the provision of lodging by the Employer for the employee at the time of hiring are maintained only in places where they already existed.
- 29.22 The rent charged to employees who benefit from lodging in sectors V, IV, III and Fermont are maintained at the rate charged on June 30, 1995.

SECTION X RETENTION PREMIUM

- 29.23 Employees who work in the municipalities of Sept-Iles (including Clarke City), Port Cartier, Gallix and Rivière Pentecôte receive a retention premium equivalent to 8% of the annual salary.
- The provisions of the preceding paragraph apply prorated to the hours worked.

SECTION XI PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS

- 29.24 The Employer agrees to renew, for each employee who benefited therefrom on December 31, 1988, the agreements concerning trips out for employees hired less than 50 kilometres from Schefferville and Fermont.

SECTION XII SPECIFIC CONDITIONS FOR EMPLOYEES WORKING IN OUTPOSTS OR NORTHERN CLINICS

29.25 Definition

An outpost or a northern clinic is a service point that is isolated or in a remote region where the employee is called upon to perform medical acts and interventions, generally reserved for physicians in other work environments.

29.26 In-service education

An employee who works in an outpost or northern clinic is entitled, once a year, to one (1) five (5)-day updating period, which must be adapted to the needs of the Employer. This updating period must be taken together with a trip out except if it is given in the institution itself.

29.27 Intervention from outside the outpost or northern clinic

At the Employer's request, an employee who is on availability (on-call) from outside the outpost or northern clinic, and who intervenes without having to go to the outpost or northern clinic or to the user's home, is not entitled to the benefits stipulated for recall to work. In addition to the availability (on-call) premium stipulated in clause 19.07, she is paid according to the overtime provisions for the time spent providing the said services.

29.28 **Safety of employees**

The Employer undertakes to take the necessary measures to have at least two (2) nurses in each clinic of one of the following institutions:

NUNAVIK (17)

- Tulattavik Health Centre (Ungava Bay);
- Centre de santé Inuulitsivik – Inuulitsivik Health Centre;

JAMES BAY CREE TERRITORIES - (18)

- Cree Board of Health and Social Services of James Bay;

The preceding paragraph does not apply when a nurse resides with her family or spouse or when, with the agreement of the Employer, she prefers to work alone in the clinic.

The safety of employees on the work premises will be a subject of discussion between the parties at the local level.

29.29 **Post-graduate training**

Despite the provisions of paragraph 2.01 of Appendix 3, an employee benefits, for the duration of her assignment in an outpost or northern clinic, from echelon advancement or additional remuneration for post-graduate training, providing it is admissible in accordance with paragraph 4 of clause 2.01 of Appendix 3.

29.30 **Special provision**

An employee who holds a Bachelor of Science in Nursing or a Bachelor of Science composed of three (3) eligible certificates, of which at least two (2) certificates are recognized in Nursing, may ask to be classified as a Nurse Clinician for the entire length of her assignment in an outpost or a northern clinic, in which case the specific provisions for this job title apply to her.

ARTICLE 30

OCCUPATIONAL HEALTH AND SAFETY

30.01 The Employer takes the necessary measures to prevent accidents, to ensure the safety and promote the good health of employees and the Union cooperates in this. The purpose of the following provisions is the elimination of hazards at the source for the safety and physical integrity of employees.

A) JOINT COMMITTEE

A local joint health and safety committee is set up to study problems specific to each institution and to make recommendations to the Employer on all questions related to occupational health and safety, in particular regarding the prevention of violence.

The mode of representation and the functioning of the committee are established by arrangement at the local level.

30.02 The functions of this committee are:

1. to agree on the modes of inspection of the work premises;
2. to identify situations which could be the source of health hazards for employees;
3. to gather useful information concerning accidents which have occurred;
4. to receive and study employees' complaints concerning health and safety conditions;
5. to recommend any measure deemed useful to correct problems which it has identified;
6. to inform employees on any subject which the committee deems pertinent.

Moreover, when an institution offers a continuous service of home care to the public, the local parties agree that the Committee also has the mandate to discuss questions related to the safety of employees called upon to do home visits and to recommend the necessary measures to ensure that employees deliver these services in safe conditions.

The parties may, by local agreement, agree to any other mandate.

B) PROTECTIVE MEASURES

30.03 An employee who is exposed to radiation because of her work undergoes, during her work hours and at no cost, the following examination and tests except if the attending physician considers them not advisable:

- a) a chest x-ray once a year;
- b) a blood test (complete blood count) every three (3) months and in the case of excessive exposure to radiations.

The results must be transmitted to the director of staff health services and to the chief radiologist.

Any blood abnormality detected in an employee and attributable to radiation will be investigated without delay by a haematologist or a physician competent in the matter in order to discover the cause.

30.04 A strict radiation count must be kept. The results of this radiation count are posted in the radiology department each month.

In order to have a count of radiation received which is as accurate as possible, each employee agrees to wear a dosimeter.

30.05 In order to ensure the safety of the beneficiaries and employees, the Employer undertakes to abide by the standards set by the Federal Health Department, Protection against Radiation Division.

If the personal dosimeter reveals that the excessive exposure of an employee to radiation is attributable to an operational defect of a radiological installation, the institution must, without delay, provide corrective measures and on demand, give the Union the information to this effect.

- 30.06 If the personal dosimeter reveals that the employee received excessive doses of radiation, the Employer must grant a leave to the affected employee. This leave does not in any way affect the employee's annual vacation leave or sick leave credit. During this leave, the employee receives a remuneration which is equivalent to that which she would receive if she was at work.
- 30.07 The Employer gives the employee a copy of the federal report on her personal dosimeter.
- 30.08 The employee undergoes, during her working hours and at no cost, any examination, immunization or treatment aimed at protecting her health and safety.
- 30.09 The Employer provides the care required in an emergency to an employee at work, free of charge.
- 30.10 The employee carrier of germs, and not disabled according to the definition in Article 23, on leave from work on the recommendation of the health service or the doctor appointed by the Employer, can be assigned to another position at the choice of the Employer. If such a reassignment is impossible, the employee does not suffer any salary loss or any deduction from her sick leave bank. However, the Employer may submit such a case to the *Commission de la Santé et de la Sécurité du Travail*, and this without prejudice to the employee.

C) CONDITIONS FOR RETURN TO WORK OF AN EMPLOYEE HAVING SUFFERED AN EMPLOYMENT INJURY AS DEFINED IN THE ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

- 30.11 An employee who has suffered an employment injury as defined in the Act Respecting Industrial Accidents and Occupational Diseases may resume her duties when she establishes that she has once again become capable of performing the normal duties of her job. However, if the position which the employee held at the beginning of her employment injury is no longer available, the employee must avail herself of the provisions concerning the bumping and/or layoff procedure stipulated in Article 14.

The employee keeps the right to return to work for a three (3)-year period following the beginning of her employment injury.

- 30.12 If, at the end of the period stipulated in clause 30.11, the employee has not reintegrated the position which she occupied or if, during the same period, she was declared permanently incapable of occupying it, her position becomes vacant.
- 30.13 During the period stipulated in clause 30.11, the Employer can temporarily assign the employee, even if the injury is not completely consolidated, either to her initial position or, in priority to the employees of the availability list and subject to the provisions regarding the replacement team and the float team, to a position temporarily without an incumbent.

An employee can be thus assigned if the physician responsible for the employee believes that:

- a) the employee is reasonably capable of performing the normal duties of the position;

- b) the accomplishment of these tasks does not entail hazards for the health, safety and physical well-being of the employee as a result of her injury;
- c) this assignment will promote the rehabilitation of the employee.

The temporary assignment of the employee cannot serve to extend the period mentioned in clause 30.11.

30.14 During the period mentioned in clause 30.11, the employee who, despite the consolidation of her injury, remains incapable of returning to her usual work is registered on a special team if her remaining capacities enable her to perform certain tasks.

30.15 The employee placed on a special team is considered to have applied on any vacant or newly-created position if her remaining capacities enable her to perform the duties of the position without danger for her health, safety or physical well-being, given her injury.

Notwithstanding the provisions regarding voluntary transfers and subject to clause 15.06 to 15.13, the position is granted to the employee with the most seniority on the special team, providing that she meets the normal requirements of the job.

The employee who refuses the offered position without valid reason in accordance with this clause is considered to have resigned.

D) UNION LEAVES

30.16 Employees delegated by the *Fédération interprofessionnelle de la santé du Québec* (FIQ) are granted leaves from work without loss of salary in order to attend the meetings of the Association sectorielle en santé et sécurité du travail (committees, general assemblies, board of directors).

An employee benefits from a leave without loss of salary for the hearing of her case by the appeal bodies stipulated in the Act respecting Industrial accidents and occupational diseases (including the BEM - the medical evaluation bureau) regarding a work injury, as defined by this law, which occurred with her Employer.

ARTICLE 31

DISCRIMINATION, HARASSMENT AND VIOLENCE

31.01 Discrimination

It is agreed that neither the Employer, the Union nor their respective representatives shall use threats, constraints or practice discrimination against an employee on the grounds of race, colour, sex, pregnancy, sexual orientation, civil status, age except when provided for by law, religion, political beliefs, language, national or ethnic origin, social condition, handicap or the use of a means to overcome this handicap, family links, parental status or the exercise of a right recognized by this collective agreement or by law.

There is discrimination when a distinction, exclusion or preference, on the grounds of one of the above-mentioned motives, has the effect of destroying, compromising or restricting a right recognized by this collective agreement or by law.

Notwithstanding what precedes, a distinction, exclusion or preference based on the aptitudes or qualities required to accomplish the duties of a position is not considered discriminatory.

31.02 Psychological harassment

The provisions of articles 81.18, 81.19, 123.7, 123.15 and 123.16 of the Act respecting Labour Standards, RSQ, c.N-1.1 are an integral part of this collective agreement.

The Employer and the Union agree that an employee should not be subjected to psychological harassment in the course of her work.

The Employer and the Union agree to cooperate in order to prevent or put a halt, by appropriate means, to any case of psychological harassment brought to their attention.

Notwithstanding the time limit stipulated in clause 10.02, any complaint concerning psychological harassment must be filed within ninety (90) days of the last instance of this behaviour.

31.03 Violence

The Employer and the Union agree that the employee should not be subject to violence in the course of her work.

The Employer and the Union agree to cooperate in order to prevent or put a halt to all forms of violence by appropriate means, such as drawing up a policy among other things.

- 31.04 The Employer and the Union recognize the importance of setting up an appropriate procedure to deal with complaints of psychological harassment or violence for all the personnel of the institution.

ARTICLE 32

PROFESSIONAL LIABILITY

32.01 Liability insurance

Except in the case of gross negligence, the Employer undertakes to protect by a liability insurance policy, the employee whose civil liability could be incurred in the course of her duties.

If he does not take out a liability insurance policy or if the insurer refuses to cover such a risk, the Employer then assumes the total defence of the employee, except in the case of gross negligence, and agrees not to file any claim against the latter in this regard.

ARTICLE 33

DISCUSSIONS AT THE NATIONAL LEVEL AND AMENDMENTS TO THE COLLECTIVE AGREEMENT

33.01 The FIQ and the CPNSSS agree to meet, upon request of one of the parties, to discuss any question relative to a matter that can be negotiated and agreed to at the Quebec level in view of settling any difficulty related to such a question.

The parties may agree on the conditions for the pursuit of these discussions; if necessary, a maximum of two (2) employees representing the FIQ are granted leaves without loss of salary for the purpose of attending the sessions. Any request for a union leave must be made at least ten (10) days in advance to the Employer concerned.

Any solution accepted in writing by the parties having the effect of adding to, modifying or repealing the provisions negotiated and agreed upon at the Quebec level, constitutes an amendment to this collective agreement.

33.02 Clause 33.01 is not a clause permitting revision as defined in Section 107 of the Labour Code and it cannot give rise to any dispute.

ARTICLE 34

SPECIFIC CONDITIONS FOR EMPLOYEES WHO WORK IN PSYCHIATRIC INSTITUTIONS, WINGS OR UNITS

34.01 **Application**

1. The provisions of this article apply to the employees of the following psychiatric hospital centres:

SAGUENAY-LAC-ST-JEAN (02)

- Pavillon Rolland Saucier du Centre de santé et services sociaux de Chicoutimi;

CAPITALE-NATIONALE (03)

- Institut Universitaire en santé mentale de Québec;;

MAURICIE ET CENTRE-DU-QUÉBEC (04)

- Centre régional de santé mentale du Centre de santé et services sociaux de l'Énergie;

MONTRÉAL (06)

- Hôpital Louis-H. Lafontaine;
- Hôpital Rivière-des-Prairies;
- Douglas Hospital;

OUTAOUAIS (07)

- La Corporation du Centre Hospitalier Pierre-Janet;

ABITIBI-TÉMISCAMINGUE (08)

- Hôpital psychiatrique de Malartic du Centre de santé et de services sociaux de la Vallée-de-l'Or.

For the purpose of the application of this article, a psychiatric hospital centre is defined as a hospital centre recognized as a psychiatric institution by the *Ministère de la Santé et des Services Sociaux*.

If, in the course of this collective agreement, a hospital centre mentioned above ceases to be recognized as a psychiatric institution by the *Ministère de la Santé et des Services Sociaux* or if a hospital centre obtains recognition as a psychiatric institution, the provisions of this article will cease or begin to apply, depending on the case, to the employees of that hospital centre.

2. The provisions stipulated in this article also apply to employees who work in a structured psychiatric wing or unit in the following institutions:

BAS SAINT-LAURENT (01)

- Centre hospitalier régional du Grand-Portage du Centre de santé et de services sociaux de Rivière-du-Loup;
- Hôpital régional de Rimouski du Centre de santé et de services sociaux de Rimouski-Neigette;

SAGUENAY-LAC ST-JEAN (02)

- Hôpital d'Alma du Centre de santé et de services sociaux de Lac-Saint-Jean-Est;
- Hôpital de Chicoutimi du Centre de santé et de services sociaux de Chicoutimi;
- Hôpital, CLSC et Centre d'hébergement de Roberval du Centre de santé et de services sociaux Domaine-du-Roy;

CAPITALE-NATIONALE (03)

- Hôpital de Baie-Saint-Paul du Centre de santé et de services sociaux de Charlevoix;
- Hôpital de l'Enfant-Jésus du Centre hospitalier affilié universitaire de Québec;
- Hôpital du Saint-Sacrement du Centre hospitalier affilié universitaire de Québec;
- Centre de pédopsychiatrie-Résidence du Sacré-Cœur du Centre hospitalier universitaire de Québec;
- Centre hospitalier de l'Université Laval du Centre hospitalier universitaire de Québec;

MAURICIE ET CENTRE-DU-QUÉBEC (04)

- Hôpital du Centre-de-la-Mauricie du Centre de santé et de services sociaux de l'Énergie;
- Hôpital Sainte-Croix du Centre de santé et de services sociaux Drummond;

ESTRIE (05)

- Hôtel-Dieu de Sherbrooke du Centre hospitalier universitaire de Sherbrooke;

MONTRÉAL (06)

- Hôpital Notre-Dame du Centre hospitalier de l'Université de Montréal;
- Hôpital St-Luc du Centre hospitalier de l'Université de Montréal;
- Hôpital Fleury du Centre de santé et de services sociaux d'Ahunsiac et Montréal-Nord;
- Royal Victoria Hospital of the McGill University Health Centre;
- Montreal General Hospital of the McGill University Health Centre;
- Montreal Children's Hospital of the McGill University Health Centre;
- Lakeshore General Hospital of the West Island Health and Social Services Centre;
- Sir Mortimer B. Davis Jewish General Hospital;
- Hôpital Jean-Talon du Centre de santé et de services sociaux du Cœur-de-l'Île;
- Hôpital Maisonneuve-Rosemont;

OUTAOUAIS (07)

- Hôpital de Gatineau et Hôpital de Hull du Centre de santé et de services sociaux de Gatineau;

ABITIBI-TÉMISCAMINGUE (08)

- Centre de soins de courte durée La Sarre du Centre de santé et de services sociaux des Aurores-Boréales;
- Centre hospitalier Hôtel-Dieu d'Amos du Centre de santé et de services sociaux Les Eskers de l'Abitibi;
- Hôpital de Rouyn-Noranda du Centre de santé et de services sociaux de Rouyn-Noranda;

CÔTE-NORD (09)

- Hôpital Le Royer du Centre de santé et de services sociaux de Manicouagan;

CHAUDIÈRE-APPALACHES (12)

- Hôpital de Montmagny du Centre de santé et de services sociaux de Montmagny-l'Islet;
- Hôpital de Saint-Georges du Centre de santé et de services sociaux de Beauce;
- Hôpital de Thetford Mines du Centre de santé et de services sociaux de la région de Thetford;
- Hôtel-Dieu de Lévis;

LANAUDIÈRE (14)

- Centre hospitalier régional de Lanaudière du Centre de santé et de services sociaux du Nord de Lanaudière;
- Hôpital Pierre-Le Gardeur du Centre de santé et de services sociaux du Sud de Lanaudière;

LAURENTIDES (15)

- Centre de services de Rivière-Rouge du Centre de santé et de services sociaux d'Antoine-Labelle;
- Hôpital régional de Saint-Jérôme du Centre de santé et de services sociaux de Saint-Jérôme;

MONTÉRÉGIE (16)

- Hôpital de Granby du Centre de santé et de services sociaux de Haute-Yamaska;
- Centre hospitalier Anna-Laberge du Centre de santé et de services sociaux Jardins-Roussillon;
- Hôpital Honoré-Mercier du Centre de santé et de services sociaux Richelieu-Yamaska;
- Hôtel-Dieu de Sorel du Centre de santé et de services sociaux Pierre-De-Saurel;
- Hôpital du Suroit du Centre de santé et de services sociaux du Suroit;
- Hôpital Pierre-Boucher du Centre de santé et de services sociaux Pierre-Boucher;
- Hôpital du Haut-Richelieu du Centre de santé et de services sociaux Haut-Richelieu-Rouville;
- Hôpital Charles Lemoine;

For the purpose of the application of this article, a structured wing or unit is defined as follows: specially organized premises with personnel assigned to the care and supervision of psychiatric patients as well as to the implementation of structured rehabilitation programs prepared for the beneficiaries by the professional staff of the wing or unit.

If, during the course of this collective agreement, an institution sets up or closes a psychiatric department or wing, the CPNSSS and the *Fédération interprofessionnelle de la santé du Québec*, as well as representatives of the institution concerned, will meet in order to determine if this wing or unit should be considered, or cease to be considered, depending on the case, as a structured wing or unit, as defined above.

If, during the course of this collective agreement, an institution recognized as a psychiatric institution by the *Ministère de la Santé et des Services Sociaux* ceases to be recognized as such, while maintaining a psychiatric wing or unit, the CPNSSS and the *Fédération interprofessionnelle de la santé du Québec*, as well as representatives of the institution concerned, will meet in order to determine if this wing or unit should be considered as a structured wing or unit, as defined above.

3. The provisions stipulated in this article also apply to employees who work in a structured psychiatric emergency room in the following institutions:

CAPITALE-NATIONALE (03)

- Hôpital de l'Enfant-Jésus du Centre hospitalier affilié universitaire de Québec;
- Centre hospitalier de l'Université Laval du Centre hospitalier universitaire de Québec;
- Hôpital du Saint-Sacrement du Centre hospitalier affilié universitaire de Québec;

ESTRIE (05)

- Hôtel-Dieu de Sherbrooke du Centre hospitalier universitaire de Sherbrooke;

MONTRÉAL (06)

- Hôpital Maisonneuve-Rosemont;
- Hôpital Notre-Dame du Centre hospitalier de l'Université de Montréal;
- Hôpital St-Luc du Centre hospitalier de l'Université de Montréal;
- Royal Victoria Hospital of the McGill University Health Centre;
- Montreal General Hospital of the McGill University Health Centre;

MONTÉRÉGIE (16)

- Hôpital Charles Lemoyne;
- Hôpital Pierre-Boucher du Centre de santé et de services sociaux Pierre-Boucher;

For the purpose of the application of this article, a structured psychiatric emergency room is defined as a specially organized emergency room with personnel assigned to the care and supervision of psychiatric patients.

If, during the course of this collective agreement, an institution sets up or closes a psychiatric emergency room, the CPNSSS and the *Fédération interprofessionnelle de la santé du Québec*, as well as representatives of the institution concerned, will meet in order to determine if this psychiatric emergency room should be considered, or cease to be considered, depending on the case, as a structured psychiatric emergency room, as defined above.

If, during the course of this collective agreement, an institution recognized as a psychiatric institution by the *Ministère de la Santé et des Services Sociaux* ceases to be recognized as such, while maintaining a psychiatric emergency room, the CPNSSS and the *Fédération interprofessionnelle de la santé du Québec*, as well as representatives of the institution concerned, will meet in order to determine if this emergency room should be considered as a structured psychiatric emergency room, as defined above.

34.02 Psychiatry premium

Except for an employee in a psychiatric emergency department covered by the critical care premium and the higher critical care premium stipulated in clause 9.05, an employee covered by this article receives a weekly premium of:

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
17.41	17.54	17.72	18.03	18.39

To benefit from this premium, an employee must be assigned to the rehabilitation, the care or the monitoring of beneficiaries.

34.03 **Floating holidays**

The full-time employee covered by this article is entitled on the first of July each year, to one half (1/2) day of holiday per month worked up to a maximum of five (5) days per year.

34.04 The full-time employee who ceases to be covered by this article receives pay for all floating holidays thus acquired and not used according to the pay that she would receive if she took them then.

34.05 The part-time employee covered by this article is not entitled to take floating holidays, but she receives the monetary compensation stipulated in clause 7.11.

34.06 The list of institutions in this article cannot have the effect of entitling employees other than those who work in the hospital mission to the benefits stipulated.

ARTICLE 35

TASK AND ORGANIZATION OF WORK

To improve the quality of care offered, the parties agree to promote the continuity of care.

35.01 In the sixty (60) days that follow the coming into effect of the collective agreement, the parties set up a Provincial Parity Committee on the Task and the Organization of Work. This Committee begins operating as soon as it is set up.

35.02 **Composition of the Committee**

The committee is composed of nine (9) members appointed as follows:

- a) the union party appoints four (4) members;
- b) the management party appoints five (5) members distributed as follows:
 - one (1) representative must be appointed by the MSSS;
 - four (4) representatives from the following employers' associations: AQESSS, AEPC, ACJQ, FQCRPDI, AERDPQ, ACRDQ.

Distribution of votes

The union party and the management party each have one (1) vote.

35.03 **Mandate of the Committee on the Task and the Organization of Work**

The mandate of the Committee is to:

- a) study the task and organization of work;
- b) study the impact of the introduction of technological changes;
- c) recommend the creation of new job titles, if applicable;
- d) recognize the existence of and study new clinical sectors, and revise the use of those that already exist;
- e) evaluate the possibility and the need for employees to practice in new sectors of clinical activity;
- f) examine any question agreed upon by the parties;
- g) make recommendations to the various stakeholders.

35.04 **Functioning of the Committee**

The parties on the Committee appoint a secretary among the union or management representatives. His main function is to:

- write up the minutes;
- ensure that the files of the meetings are complete;
- see to it that the final report is drawn up.

Meetings are called by the secretary upon request of one or the other of the parties.

The Committee establishes the other rules required to operate.

ARTICLE 36

DURATION AND RETROACTIVITY OF THE QUEBEC PROVISIONS OF THE COLLECTIVE AGREEMENT

- 36.01 Subject to clause 36.03, these Quebec provisions of the collective agreement take effect as of March 20, 2011 and remain in effect until March 31, 2015.
- 36.02 Subject to clause 36.03, the provisions stipulated in the previous collective agreement continue to apply until the date that this collective agreement takes effect.
- 36.03 A- The following provisions and those corresponding in the appendices take effect as of April 1, 2010:
1. overtime;
 2. rate and salary scales, including the job security indemnity, the salary insurance benefit including that paid by the *Commission de la santé et de la sécurité du travail* (CSST) and/or by the *Société d'assurance automobile du Québec* (SAAQ) and the sick days payable by December 15 of each year, the indemnities stipulated in parental rights, the additional remuneration stipulated in Article 2 of Appendix 3 and the provisions regarding the employees outside the rate or outside the scale;
 3. salary supplement for the replacement in various positions stipulated in clause 7.06;
 4. evening and night premium stipulated in clause 9.01;
 5. split shift premium;
 6. psychiatry premium;
 7. isolation and remote premium and the retention premium;
 8. weekend premium;
 9. salary supplement for the licensed practical nurse team leader;
 10. salary supplement for the nurse working in outposts and northern clinics;
 11. on-call premium stipulated in clause 19.07.

Part-time employees

The amounts of retroactivity resulting from the application of clause 36.03 include the readjustment of the remuneration for sick days, annual vacation and statutory holidays and those in lieu of floating holidays according to the percentage rates stipulated in the collective agreement for part-time employees. This readjustment is calculated on the portion of the amounts of retroactivity due from the readjustment of the rates and salary scales.

B- The following provision takes effect on April 1, 2010 and ceases to apply on March 19, 2011:

Intensive care premium:

Rate 2010-04-01 to 2011-03-19 (\$)
3.51

36.04 The payment of the salary based on the scales and the payment of premiums and supplements stipulated in the collective agreement begins at the latest in the forty-five (45) days after the signature of the provisions of the collective agreement.

36.05 Subject to the provisions of clause 36.07, the amounts of retroactivity resulting from the application of clause 36.03 are payable at the latest sixty (60) days after the signature of the collective agreement.

The amounts of retroactivity are payable by separate cheque accompanied by a document explaining in detail how the calculation was done.

36.06 The adjustment stipulated in paragraph F) of clause 7.26 is made on the employees' pay in the sixty (60) days following the publication of the data from Statistics Canada for the CPI for Quebec for 2014-2015.

36.07 The employee whose employment ended between April 1, 2010 and the payment of the retroactivity must make the request for payment for salary owing in the four (4) months following receipt of the list stipulated in clause 36.08. In the case of an employee's death, the request may be made by her heirs.

36.08 In the three (3) months following the date the collective agreement goes into effect, the Employer provides the Union with the list of all the employees having left their employment since April 1, 2010 as well as their last known address.

36.09 An employee whose employment ended between April 1, 2012 and the payment of the retroactivity stipulated in the third (3rd) sub-paragraph of paragraph C) of clause 7.26, if applicable, must make her request for the salary owed in the four (4) months following receipt of the list stipulated in the following paragraph. In the event of the employee's death, the request may be made by her heirs.

The Employer provides the Union with the list of all the employees who have left their employment since April 1, 2012 within three (3) months of the date of payment stipulated in the third (3rd) sub-paragraph of paragraph C) of clause 7.26.

The preceding paragraphs apply to the third (3rd) sub-paragraphs of paragraphs D) and E) of clause 7.26 by making the necessary adjustments.

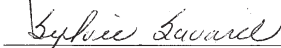
An employee whose employment ended between March 31, 2015 and the payment of the retroactivity stipulated in clause 36.06, if applicable, must make her request for payment of the salary owed in the four (4) months following receipt of the list provided by the Employer. In the event of the employee's death, the request can be made by her heirs. The Employer provides the Union with the list of all the employees having left their employment since March 31, 2015 within three (3) months of the date of payment of this adjustment.

- 36.10 The letters of understanding and appendices to the collective agreement are an integral part of the collective agreement.
- 36.11 Notwithstanding the provisions of clause 11.16 of the collective agreement, the claims in accordance with clause 36.03 may be granted retroactively to April 1, 2010.
- 36.12 The parties to the present agree that the grievances filed between April 1, 2010 and the date that this collective agreement takes effect are governed by the terms of the collective agreement that expired on March 31, 2010. For the purposes of the application of this clause the conditions stipulated in the 2006-2010 agreement are deemed to be in effect until this agreement takes effect.
- 36.13 The collective agreement is deemed to be in effect until the date a new collective agreement takes effect.

In witness whereof the Quebec parties have signed on the 25th day of the month of February, 2011.


LA FÉDÉRATION INTERPROFESSIONNELLE
DE LA SANTÉ DU QUÉBEC


Régine Laurent


Sylvie Savard


Francine Savard


Ginette Raymond


Serge Prévost

LE COMITÉ PATRONAL DE NÉGOCIATION DU
SECTEUR DE LA SANTÉ ET DES SERVICES
SOCIAUX

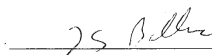

Michel Delamarre


Jean-Pierre Hotte


Edith Lapointe


François Perron

LE MINISTRE DE LA SANTÉ ET DES SERVICES
SOCIAUX


Yves Bolduc

APPENDIX 1

JOB TITLES, DESCRIPTIONS, SALARY SCALES AND SUPPLEMENTS

Employees covered by this collective agreement have a workweek composed of the number of work hours per week stipulated for each job title. Subject to the provisions agreed to locally, the maximum number of days in the regular workweek is five (5) days.

The number of hours of the workweek that applies to an employee who works in a health and social services centre may be one of the number of hours stipulated in the list of job titles or a number of hours between the minimum and maximum number of hours. When this employee is temporarily assigned, at the Employer's request, to duties that have a lesser number of hours than the one stipulated for her position, she is assured of the payment of the number of hours of her position for each day of her assignment.

In the case where the number of work hours per week is not stipulated for a job title in the list of job titles, the local parties may agree to jointly ask the *Ministère de la Santé et des Services sociaux (MSSS)* to modify this job title in the list in order to include the new number of work hours per week, by virtue of the powers entrusted to it in clause 1.02 of Section IV of this appendix.

Salary scales indicate the hourly rate.

Any departure from the list of job titles is null and void.

Nothing in the list of job titles, job descriptions, and salary rates and scales prevents an employee from performing all the activities which her belonging to a professional corporation authorizes her to perform.

SECTION I JOB TITLES, JOB DESCRIPTIONS AND SUPPLEMENTS I- NURSES

2471 NURSE

Hours per week: 35 – 36.25 – 37.50

Person who assumes the responsibility for a full range of nursing care according to the bio-psycho-social needs of users or groups of people under her care. Assesses the health status of users, determines and ensures the implementation of nursing treatment and care plans. Provides nursing and medical care and treatments with a view to maintaining or restoring health, and preventing disease.

Plans, delivers and assesses teaching for users, their family/close friends, and groups of people. In addition, participates in research aimed at promoting health and preventing disease.

Must have a licence from the *Ordre des Infirmières et Infirmiers du Québec (OIIQ)*.

Salary scale: Group 225

2459 NURSE TEAM LEADER

Hours per week: 35 – 36.25 – 37.50

Person who, in addition to her duties as a nurse, directs, supervises and co-ordinates the activities of a diversified group composed of nurses, licensed practical nurses, auxiliary staff and trainees.

A diversified group does not necessarily include persons from all the above-mentioned job categories.

Salary scale: Group 718

2489 ASSISTANT-HEAD-NURSE

ASSISTANT TO THE IMMEDIATE SUPERIOR

Hours per week: 35 – 36.25 – 37.50

Nurse who assists the head nurse or the immediate superior in the performance of her duties. Plans, supervises and coordinates the activities of a centre of activities for the entire duration of her shift. Acts as a resource person for her colleagues for the planning, provision and evaluation of nursing care.

Participates in the conception, implementation, evaluation and review of the programming of the centre of activities and the clinical tools as well as tools for evaluating the quality of care. Collaborates in orientation activities, in identifying training needs and in evaluating staff performance.

When necessary, performs the regular duties of a nurse.

In addition, the assistant-head-nurse or assistant to the immediate superior on the day shift replaces the head nurse or immediate superior during her regular absences from the centre of activities. These absences include:

- a) weekly days off;
- b) statutory holidays;
- c) annual vacation;
- d) any other absence that does not exceed one (1) continuous month.

Salary scale: Group 275

2462 NURSE INSTRUCTOR

Hours per week: 35 – 36.25 – 37.50

Person who participates in in-service training and the orientation of employees and trainees. Her work consists of giving demonstrations or theory courses.

No one currently working for the Employer, or subsequently hired, may ask to be classified in this job title after the date on which this list of job titles and job descriptions comes into force.

Salary scale: Group 740

2491 NURSE IN A NORTHERN CLINIC

Hours per week: 35 – 36.25

Person who, in an outpost or a northern clinic in a locality covered by the provisions regarding regional disparities, in addition to her nursing duties, assesses the users allowing the physician to make a diagnosis and determine the appropriate interventions from afar. Also called upon to carry out activities and interventions that are generally reserved for physicians in other work environments.

Salary scale: Group 229

2490 CANDIDATE FOR ADMISSION TO THE PRACTICE OF THE NURSING PROFESSION

Hours per week: 35 – 36.25 – 37.50

Person who holds a degree qualifying her for the OIIQ license, or whom the OIIQ recognizes as having succeeded in a programme of studies in Nursing, or whose diploma or training is recognized as equivalent by the OIIQ for the purpose of issuing a licence.

While awaiting her license, may practise all the professional activities that a nurse may practise, under the supervision of a nurse, subject to the exceptions provided for in regulations, in accordance with the standards established by the regulations.

Salary scale: Group 231

2485 NURSE ON A REFRESHER PERIOD

Hours per week: 35 – 36.25 – 37.50

A nurse in good standing with the OIIQ who has not practised the profession for more than four (4) years.

Salary scale: Group 228

4001 NURSING EXTERN

Hours per week: 35 – 36.25 – 37.50

Person who, outside of her Nursing programme of study, is eligible for a nursing externship in accordance with the prevailing regulations.

Performs the activities listed in the regulations, within the prescribed limits and under the supervision of a nurse, in accordance with the standards established by the regulations. Provides comfort care to the user.

Must have a registration certificate from the *OIIQ* qualifying her for a nursing externship.

Salary scale: Group 400

1911 NURSE CLINICIAN

Hours per week: 35 – 36.25 – 37.50

Person who is responsible for a full range of nursing care based on the bio-psycho-social needs of beneficiaries or groups of persons placed under her care. Assesses the health status, draws up and ensures the

implementation of the nursing care and treatment plans for users with complex health problems and/or a variety of bio-psycho-social dimensions. Provides nursing and medical care and treatment aimed at maintaining and restoring health, and preventing disease.

Designs, implements and evaluates care programmes requiring advanced knowledge, addressing complex health problems and/or involving a variety of bio-psycho-social dimensions. This person helps develop or adapt clinical tools and tools for assessing the quality of care, co-ordinates team work and plays an advisory role with her colleagues and the interdisciplinary team.

Identifies the needs and interventions that require co-ordination of services within the institution and among different institutions or local organizations or agencies for users. Ensures the coordination of such services, as needed.

Provides orientation for new staff and helps train trainees. Supervises teaching to users, their family/close friends, and groups of people in specific programmes, and collaborates on research projects.

Must have a Bachelor of Science in Nursing or a Bachelor's degree including three (3) eligible certificates, at least two (2) of which are recognized nursing certificates, and a licence from the OIIQ.

Salary scale: Group 125

1912 NURSE CLINICIAN ASSISTANT-HEAD-NURSE

NURSE CLINICIAN ASSISTANT TO THE IMMEDIATE SUPERIOR

Hours per week: 35 – 36.25 – 37.50

Nurse clinician who, in addition to her duties as assistant head nurse or assistant to the immediate superior, is responsible for the development, implementation, assessment and revision of clinical tools and care quality evaluation tools.

Must have a Bachelor's of Science in Nursing or a Bachelor's degree including three (3) eligible certificates, at least two (2) of which are recognized nursing certificates, and a licence from the OIIQ.

Salary scale: Group 175

1913 CARE COUNSELLOR NURSE

Hours per week: 35 – 36.25

Person who is called upon to advise an institution on issues pertaining to nursing and who may be required to carry out such responsibilities as:

designing, delivering, assessing and revising orientation, training and updating programmes for staff and trainees.

designing, implementing, assessing and revising programmes aimed at improving the quality of care and professional activities, and infection prevention programmes.

Must have a Bachelor of Science in Nursing and a licence from the OIIQ.

Salary scale: Group 133

1915 SPECIALTY NURSE PRACTITIONER

Hours per week: 35 – 36.25

Person who is responsible for nursing care and medical professional activities for users in a specialty dealing with complex health problems, in accordance with prevailing legislation. Collaborates with the attending physician to identify health problems and set care and treatment priorities. Helps provide follow-up care for users who have been previously diagnosed, in close collaboration with the attending physician. Provides clinical support to nurses and other professionals.

Contributes to the design, implementation and assessment of programmes pertaining to her specialty. Helps develop and implement teaching programmes for users, their family/close friends and groups of people.

Helps draw up and assess rules for medical and nursing care, and collaborates in the development of training programmes for nursing staff.

Conducts or collaborates in nursing research and collaborates in clinical medical research.

Must have a graduate degree qualifying her for the OIIQ specialty certificate, the proof of training prescribed by regulations and the OIIQ specialty certificate.

Salary scale: Group 135

1914 SPECIALTY NURSE PRACTITIONER CANDIDATE

Hours per week: 35 – 36.25

Person who holds a Master's degree qualifying her to apply for an OIIQ specialty certificate and the proof of training prescribed by regulations.

May, while awaiting her certificate, perform the duties of a specialty nurse practitioner under the supervision of a specialist physician, in accordance with existing regulations.

Salary scale: Group 134

1916 NURSE FIRST SURGICAL ASSISTANT

Hours per week: 35 – 36.25

Person who, in addition to her duties as nurse clinician, performs professional activities in pre, peri and postoperative care and this in accordance with the prevailing regulations.

Provides the surgeon with immediate and continuous collaboration by performing complementary clinical and surgical technical acts during surgery. At no time does she work simultaneously as a scrub nurse.

Must have a Bachelor of Science in Nursing, or have completed at least sixty (60) credits in a university programme in Nursing other than the programme leading to the certificate mentioned in the following paragraph, or must, on December 28, 2000, have met the requirements stipulated in the regulations.

Must hold a certificate in Perioperative Nursing which enables her, in accordance with the regulations, to perform these duties.

Salary scale: Group 136

II - LICENSED PRACTICAL NURSES

3455 LICENSED PRACTICAL NURSE

Hours per week: 35 – 36.25

Person who contributes to providing a full range of nursing care in collaboration with the health-care team. Takes part in assessing the health status of the user and carrying out the care plans, providing nursing and comfort care, as well as nursing and medical treatment, with the aim of maintaining or restoring health, and preventing disease. Participates in teaching of users and their family/close friends.

Must be a member of the *Ordre des infirmières et infirmiers auxiliaires du Québec (OIIAQ)*.

Salary scale: Group 355

3445 LICENSED PRACTICAL NURSE TEAM LEADER

Hours per week: 35 – 36.25

Person who, while under the supervision of the head of the service, and while working as a licensed practical nurse herself, is responsible for training and coordinating the activities of a group of employees.

Salary scale: Group 734

3446 LICENSED PRACTICAL NURSE ASSISTANT TEAM LEADER

Hours per week: 35 – 36.25

Person who shares the responsibility of the team leader and replaces her in her absence.

Salary scale: Group 325

In addition to the salary provided for Group 325, the person receives a weekly supplement of:

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
15.29	15.40	15.55	15.82	16.14

3529 LICENSED PRACTICAL NURSE ON A REFRESHER PERIOD

Hours per week: 35 – 36.25

Licensed practical nurse in good standing with the *OIIAQ* who has not practised her profession for more than four (4) years.

Salary scale: Group 305

III - BABY NURSE/CHILD NURSE

3461 BABYNURSE/CHILD NURSE

Hours per week: 35 – 36.25

Person who helps administer a full range of diagnostic, therapeutic and preventive procedures, primarily with newborn babies and children. Provides the nursing and comfort care required by the users. Carries out certain examinations and prescriptions. Collaborates with other professionals during examinations and treatments.

Must have a diploma from a school recognized by the *Commission des écoles de garde-bébés de la province de Québec*, or the *Fédération des écoles de puériculture*, or the *Ministère de l'Éducation, du Loisir et du Sport*.

Salary scale: Group 355

IV – RESPIRATORY THERAPISTS

2244 RESPIRATORY THERAPIST

Hours per week: 35 – 36.25

Person who is responsible for a full range of respiratory therapy techniques. Helps to assess a user's cardio-respiratory function for diagnostic or therapeutic purposes, assists in anesthetization and treats problems affecting the cardio-respiratory system.

Is responsible for operating the equipment used for these purposes. Ensures their distribution, maintenance and that they are in proper working order. May participate in teaching techniques specific to respiratory therapy.

Must be a member of the *Ordre professionnel des inhalothérapeutes du Québec* (OPIQ).

Salary scale: Group 714

2248 ASSISTANT-HEAD RESPIRATORY THERAPIST

Hours per week: 35 – 36.25

Person who, while working as a respiratory therapist herself, shares with the head respiratory therapist the responsibility for the centre of activities and replaces her during her regular absences:

- a) weekly days off;
- b) statutory holidays;
- c) annual vacation;
- d) any other absence that does not exceed one (1) continuous month.

Salary scale: Group 200

2246 RESPIRATORY THERAPY TECHNICAL COORDINATOR

Hours per week: 35 – 36.25

Person who, while working as a respiratory therapist herself, is regularly responsible for supervising, training and co-ordinating the activities of other people. May see to the quality of the techniques used and the compilation of the data needed for the proper operation of the centre of activities.

Salary scale: Group 721

2247 RESPIRATORY THERAPY CLINICAL INSTRUCTOR

Hours per week: 35

Respiratory therapist who, under the authority of the chief respiratory therapist and in collaboration with the medical supervisor, is responsible for the implementation of the clinical internship programme.

Among other responsibilities, this person is responsible for planning the work to be performed by student trainees and dispatching them to the various centres of activities in the institution. Must provide and/or organize the clinical teaching itself and provide guidance to students in carrying out their practical assignments.

Must also assess the quality of the training received by the students.

Salary scale: Group 715

4002 RESPIRATORY THERAPY EXTERN

Hours per week: 35 – 36.25

Person who, outside of her respiratory therapy programme of study, is eligible for a respiratory therapy externship in accordance with prevailing regulations.

Carries out the activities listed in the regulations, within the prescribed limits and under the supervision of a respiratory therapist, in accordance with the standards established by the regulations.

She is on the register of the OPIQ.

Salary scale: Group 402

V - CLINICAL PERFUSIONIST

2287 CLINICAL PERFUSIONIST

Hours per week: 35 – 36.25

Person who has the education and training qualifying her, under medical supervision, to bypass a patient's circulatory function using life support units to supplement certain physiological functions. Monitors the various parameters of extracorporeal circulation and ensures the maintenance of the patient's physiological functions. Performs all tasks related to the proper operation of her sector of activity.

Must have certification in extracorporeal perfusion, in accordance with the regulations.

This job title also includes employees who were working as perfusionists or extracorporeal circulation technicians on April 30, 2003.

Salary scale: Group 205

**SECTION II
SALARY RATES AND SCALES**

Group: 125 - 1911 NURSE CLINICIAN

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	21.73	21.89	22.11	22.50	22.95
	02	22.23	22.40	22.62	23.02	23.48
	03	22.74	22.91	23.14	23.55	24.02
	04	23.26	23.44	23.67	24.09	24.57
	05	24.08	24.26	24.50	24.93	25.43
	06	24.91	25.09	25.34	25.79	26.30
	07	25.77	25.97	26.23	26.69	27.22
	08	27.14	27.35	27.62	28.10	28.67
	09	28.12	28.33	28.61	29.11	29.69
	10	29.13	29.35	29.64	30.16	30.76
	11	30.18	30.40	30.71	31.24	31.87
	12	31.27	31.51	31.82	32.38	33.03
	13	32.42	32.67	32.99	33.57	34.24
	14	33.62	33.87	34.21	34.81	35.50
	15	34.85	35.11	35.46	36.08	36.80
	16	35.71	35.98	36.34	36.97	37.71
	17	36.59	36.86	37.23	37.88	38.64
	18	38.72	39.01	39.40	40.09	40.89

Group: 133 - 1913 CARE COUNSELLOR NURSE

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	21.70	21.86	22.08	22.46	22.91
	02	22.25	22.42	22.64	23.04	23.50
	03	22.81	22.99	23.22	23.62	24.09
	04	23.39	23.57	23.80	24.22	24.70
	05	24.28	24.46	24.70	25.14	25.64
	06	25.21	25.40	25.65	26.10	26.62
	07	26.19	26.39	26.65	27.12	27.66
	08	27.96	28.17	28.45	28.95	29.53
	09	29.07	29.29	29.58	30.10	30.70
	10	30.21	30.43	30.74	31.28	31.90
	11	31.42	31.66	31.97	32.53	33.18
	12	32.67	32.92	33.25	33.83	34.51
	13	34.00	34.26	34.60	35.21	35.91
	14	35.38	35.65	36.00	36.63	37.37
	15	36.83	37.10	37.47	38.13	38.89
	16	37.74	38.02	38.40	39.07	39.85
	17	38.67	38.96	39.35	40.03	40.84
	18	39.62	39.91	40.31	41.02	41.84

Group: 134 - 1914 SPECIALTY NURSE PRACTITIONER CANDIDATE

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	23.68	23.86	24.10	24.52	25.01
	02	24.26	24.44	24.68	25.12	25.62
	03	24.90	25.08	25.33	25.78	26.29
	04	25.52	25.71	25.97	26.43	26.95
	05	26.51	26.70	26.97	27.44	27.99
	06	27.52	27.73	28.00	28.49	29.06
	07	28.60	28.81	29.10	29.61	30.20
	08	30.51	30.74	31.05	31.59	32.22
	09	31.72	31.96	32.28	32.85	33.50
	10	32.98	33.23	33.56	34.14	34.83
	11	34.31	34.56	34.91	35.52	36.23
	12	35.67	35.93	36.29	36.93	37.67
	13	37.12	37.40	37.77	38.43	39.20
	14	38.61	38.90	39.29	39.98	40.78
	15	40.20	40.50	40.91	41.63	42.46
	16	41.20	41.51	41.92	42.65	43.51
	17	42.21	42.53	42.95	43.70	44.58
	18	43.27	43.59	44.03	44.80	45.69

Group: 135 - 1915 SPECIALTY NURSE PRACTITIONER

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	25.29	25.48	25.74	26.19	26.71
	02	25.91	26.10	26.37	26.83	27.36
	03	26.54	26.74	27.00	27.48	28.03
	04	27.19	27.39	27.66	28.15	28.71
	05	28.17	28.38	28.66	29.17	29.75
	06	29.21	29.43	29.73	30.25	30.85
	07	30.30	30.53	30.83	31.37	32.00
	08	31.41	31.65	31.96	32.52	33.17
	09	32.56	32.80	33.13	33.71	34.39
	10	33.76	34.02	34.36	34.96	35.66
	11	35.02	35.28	35.63	36.26	36.98
	12	36.30	36.58	36.94	37.59	38.34
	13	37.63	37.91	38.29	38.96	39.74
	14	39.02	39.31	39.71	40.40	41.21
	15	40.45	40.76	41.17	41.89	42.72
	16	41.95	42.26	42.69	43.43	44.30
	17	43.51	43.83	44.27	45.05	45.95
	18	45.10	45.43	45.89	46.69	47.63

Group: 136 - 1916 NURSE FIRST SURGICAL ASSISTANT

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	21.70	21.86	22.08	22.46	22.91
	02	22.25	22.42	22.64	23.04	23.50
	03	22.81	22.99	23.22	23.62	24.09
	04	23.39	23.57	23.80	24.22	24.70
	05	24.28	24.46	24.70	25.14	25.64
	06	25.21	25.40	25.65	26.10	26.62
	07	26.19	26.39	26.65	27.12	27.66
	08	27.96	28.17	28.45	28.95	29.53
	09	29.07	29.29	29.58	30.10	30.70
	10	30.21	30.43	30.74	31.28	31.90
	11	31.42	31.66	31.97	32.53	33.18
	12	32.67	32.92	33.25	33.83	34.51
	13	34.00	34.26	34.60	35.21	35.91
	14	35.38	35.65	36.00	36.63	37.37
	15	36.83	37.10	37.47	38.13	38.89
	16	37.74	38.02	38.40	39.07	39.85
	17	38.67	38.96	39.35	40.03	40.84
	18	39.62	39.91	40.31	41.02	41.84

**Group: 175 - 1912 NURSE CLINICIAN ASSISTANT-HEAD-NURSE
NURSE CLINICIAN ASSISTANT TO THE IMMEDIATE
SUPERIOR**

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	24.62	24.81	25.06	25.49	26.00
	02	25.15	25.34	25.59	26.04	26.56
	03	25.69	25.88	26.14	26.60	27.13
	04	26.23	26.43	26.69	27.16	27.71
	05	27.08	27.28	27.56	28.04	28.60
	06	27.96	28.17	28.45	28.95	29.53
	07	28.86	29.07	29.37	29.88	30.48
	08	30.30	30.53	30.83	31.37	32.00
	09	31.32	31.55	31.87	32.42	33.07
	10	32.38	32.63	32.95	33.53	34.20
	11	33.48	33.73	34.07	34.67	35.36
	12	34.63	34.89	35.24	35.86	36.57
	13	35.84	36.11	36.47	37.11	37.85
	14	37.09	37.37	37.74	38.40	39.17
	15	38.38	38.67	39.06	39.74	40.54
	16	39.28	39.58	39.97	40.67	41.49
	17	40.20	40.50	40.91	41.63	42.46
	18	42.43	42.75	43.18	43.93	44.81

Group: 200 - 2248 ASSISTANT-HEAD RESPIRATORY THERAPIST

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	23.59	23.77	24.01	24.43	24.92
	02	24.38	24.56	24.81	25.24	25.74
	03	25.13	25.32	25.57	26.02	26.54
	04	25.99	26.18	26.44	26.90	27.44
	05	26.78	26.98	27.25	27.73	28.28
	06	27.69	27.90	28.18	28.67	29.24
	07	28.62	28.83	29.12	29.63	30.22
	08	29.51	29.73	30.03	30.56	31.17
	09	30.48	30.71	31.02	31.56	32.19
	10	31.50	31.74	32.06	32.62	33.27
	11	32.55	32.79	33.12	33.70	34.37
	12	33.63	33.88	34.22	34.82	35.52

Group: 205 - 2287 CLINICAL PERFUSIONIST

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	18.91	19.05	19.24	19.58	19.97
	02	19.57	19.72	19.92	20.27	20.68
	03	20.27	20.42	20.62	20.98	21.40
	04	20.98	21.14	21.35	21.72	22.15
	05	21.72	21.88	22.10	22.49	22.94
	06	22.47	22.64	22.87	23.27	23.74
	07	23.29	23.46	23.69	24.10	24.58
	08	24.08	24.26	24.50	24.93	25.43
	09	24.94	25.13	25.38	25.82	26.34
	10	25.81	26.00	26.26	26.72	27.25
	11	26.71	26.91	27.18	27.66	28.21
	12	27.67	27.88	28.16	28.65	29.22

Group: 225 - 2471 NURSE

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	21.52	21.68	21.90	22.28	22.73
	02	22.30	22.47	22.69	23.09	23.55
	03	23.14	23.31	23.54	23.95	24.43
	04	23.98	24.16	24.40	24.83	25.33
	05	24.88	25.07	25.32	25.76	26.28
	06	25.77	25.96	26.22	26.68	27.21
	07	26.73	26.93	27.20	27.68	28.23
	08	27.72	27.93	28.21	28.70	29.27
	09	28.74	28.96	29.25	29.76	30.36
	10	29.81	30.03	30.33	30.86	31.48
	11	30.91	31.14	31.45	32.00	32.64
	12	32.05	32.29	32.61	33.18	33.84

Group: 228 - 2485 NURSE ON A REFRESHER PERIOD

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	19.52	19.67	19.87	20.22	20.62

Group: 229 - 2491 NURSE IN A NORTHERN CLINIC

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	23.25	23.42	23.65	24.06	24.54
	02	24.05	24.23	24.47	24.90	25.40
	03	24.94	25.13	25.38	25.82	26.34
	04	25.84	26.03	26.29	26.75	27.29
	05	26.74	26.94	27.21	27.69	28.24
	06	27.73	27.94	28.22	28.71	29.28
	07	28.72	28.94	29.23	29.74	30.33
	08	29.74	29.96	30.26	30.79	31.41
	09	30.81	31.04	31.35	31.90	32.54
	10	31.94	32.18	32.50	33.07	33.73
	11	33.10	33.35	33.68	34.27	34.96
	12	34.29	34.55	34.90	35.51	36.22

Group: 231- 2490 CANDIDATE FOR ADMISSION TO THE PRACTICE OF THE NURSING PROFESSION

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	19.52	19.67	19.87	20.22	20.62

**Group: 275 - 2489 ASSISTANT-HEAD-NURSE
ASSISTANT TO THE IMMEDIATE SUPERIOR**

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	24.28	24.46	24.70	25.13	25.63
	02	25.10	25.29	25.54	25.99	26.51
	03	26.00	26.20	26.46	26.92	27.46
	04	26.82	27.02	27.29	27.77	28.33
	05	27.77	27.98	28.26	28.75	29.33
	06	28.74	28.96	29.25	29.76	30.36
	07	29.74	29.96	30.26	30.79	31.41
	08	30.74	30.97	31.28	31.83	32.47
	09	31.80	32.04	32.36	32.93	33.59
	10	32.88	33.13	33.46	34.05	34.73
	11	34.07	34.33	34.67	35.28	35.99
	12	35.25	35.51	35.87	36.50	37.23

Group: 305 - 3529 LICENSED PRACTICAL NURSE ON A REFRESHER PERIOD

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	17.23	17.36	17.53	17.84	18.20

Group : 325 - 3446 LICENSED PRACTICAL NURSE ASSISTANT TEAM LEADER

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	16.42	16.54	16.71	17.00	17.34
	02	16.96	17.09	17.26	17.56	17.91
	03	17.49	17.62	17.80	18.11	18.47
	04	18.01	18.15	18.33	18.65	19.02
	05	18.56	18.70	18.89	19.22	19.60
	06	19.13	19.27	19.46	19.80	20.20
	07	19.70	19.85	20.05	20.40	20.81
	08	20.30	20.45	20.65	21.01	21.43
	09	20.94	21.10	21.31	21.68	22.11
	10	21.56	21.72	21.94	22.32	22.77

**Group: 355 - 3455 LICENSED PRACTICAL NURSE
3461 BABY NURSE/CHILD NURSE**

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	18.35	18.49	18.67	19.00	19.38
	02	18.96	19.10	19.29	19.63	20.02
	03	19.55	19.70	19.90	20.25	20.66
	04	20.13	20.28	20.48	20.84	21.26
	05	20.74	20.90	21.11	21.48	21.91
	06	21.39	21.55	21.77	22.15	22.59
	07	22.01	22.18	22.40	22.79	23.25
	08	22.68	22.85	23.08	23.48	23.95
	09	23.41	23.59	23.83	24.25	24.74
	10	24.09	24.27	24.51	24.94	25.44

Group: 400 - 4001 NURSING EXTERN

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	16.11	16.23	16.39	16.68	17.01

Group: 402 - 4002 RESPIRATORY THERAPY EXTERN

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	15.56	15.68	15.84	16.12	16.44

Group: 714 - 2244 RESPIRATORY THERAPIST

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	20.89	21.05	21.26	21.63	22.06
	02	21.64	21.80	22.02	22.41	22.86
	03	22.38	22.55	22.78	23.18	23.64
	04	23.20	23.37	23.60	24.01	24.49
	05	23.99	24.17	24.41	24.84	25.34
	06	24.84	25.03	25.28	25.72	26.23
	07	25.72	25.91	26.17	26.63	27.16
	08	26.62	26.82	27.09	27.56	28.11
	09	27.57	27.78	28.06	28.55	29.12
	10	28.52	28.73	29.02	29.53	30.12
	11	29.51	29.73	30.03	30.56	31.17
	12	30.55	30.78	31.09	31.63	32.26

Group: 715 - 2247 RESPIRATORY THERAPY CLINICAL INSTRUCTOR

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	22.42	22.59	22.82	23.22	23.68
	02	23.16	23.33	23.56	23.97	24.45
	03	23.92	24.10	24.34	24.77	25.27
	04	24.69	24.88	25.13	25.57	26.08
	05	25.52	25.71	25.97	26.42	26.95
	06	26.32	26.52	26.79	27.26	27.81
	07	27.23	27.43	27.70	28.18	28.74
	08	28.14	28.35	28.63	29.13	29.71
	09	29.04	29.26	29.55	30.07	30.67
	10	30.02	30.25	30.55	31.08	31.70
	11	31.01	31.24	31.55	32.10	32.74
	12	32.05	32.29	32.61	33.18	33.84

Group: 718 - 2459 NURSE TEAM LEADER

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	22.98	23.15	23.38	23.79	24.27
	02	23.77	23.95	24.19	24.61	25.10
	03	24.61	24.79	25.04	25.48	25.99
	04	25.49	25.68	25.94	26.39	26.92
	05	26.35	26.55	26.82	27.29	27.84
	06	27.29	27.49	27.76	28.25	28.82
	07	28.26	28.47	28.75	29.25	29.84
	08	29.25	29.47	29.76	30.28	30.89
	09	30.30	30.53	30.84	31.38	32.01
	10	31.36	31.60	31.92	32.48	33.13
	11	32.48	32.72	33.05	33.63	34.30
	12	33.63	33.88	34.22	34.82	35.52

Group: 721 - 2246 RESPIRATORY THERAPY TECHNICAL COORDINATOR

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	22.40	22.57	22.80	23.20	23.66
	02	23.14	23.31	23.54	23.95	24.43
	03	23.90	24.08	24.32	24.75	25.25
	04	24.68	24.87	25.12	25.56	26.07
	05	25.50	25.69	25.95	26.40	26.93
	06	26.31	26.51	26.78	27.25	27.80
	07	27.23	27.43	27.70	28.18	28.74
	08	28.13	28.34	28.62	29.12	29.70
	09	29.04	29.26	29.55	30.07	30.67
	10	30.01	30.24	30.54	31.07	31.69
	11	30.99	31.22	31.53	32.08	32.72
	12	32.05	32.29	32.61	33.18	33.84

Group: 734 - 3445 LICENSED PRACTICAL NURSE TEAM LEADER

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	19.82	19.97	20.17	20.52	20.93
	02	20.45	20.60	20.81	21.17	21.59
	03	21.04	21.20	21.41	21.78	22.22
	04	21.66	21.82	22.04	22.43	22.88
	05	22.30	22.47	22.69	23.09	23.55
	06	22.93	23.10	23.33	23.74	24.21
	07	23.60	23.78	24.02	24.44	24.93
	08	24.28	24.46	24.70	25.13	25.63
	09	25.03	25.22	25.47	25.92	26.44
	10	25.75	25.94	26.20	26.66	27.19

Group: 740 - 2462 NURSE INSTRUCTOR

Class	Echelon	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
01	01	23.18	23.35	23.58	23.99	24.47
	02	23.96	24.14	24.38	24.81	25.31
	03	24.77	24.96	25.21	25.65	26.16
	04	25.62	25.81	26.07	26.53	27.06
	05	26.50	26.70	26.97	27.44	27.99
	06	27.39	27.60	27.88	28.37	28.94
	07	28.35	28.56	28.85	29.35	29.94
	08	29.32	29.54	29.84	30.36	30.97
	09	30.35	30.58	30.89	31.43	32.06
	10	31.40	31.64	31.96	32.52	33.17
	11	32.49	32.73	33.06	33.64	34.31
	12	33.63	33.88	34.22	34.82	35.52

**SECTION III
PROVISIONS REGARDING THE ACADEMIC TRAINING OF THE NURSE
CLINICIAN AND THE CARE COUNSELLOR NURSE**

Nurse clinician:

An employee working for an institution in the health and social services sector on May 14, 2006 who has a Bachelor's of Science, composed of at least two (2) eligible certificates in accordance with the provisions of the 2000-2002 collective agreement, qualifies to apply for a Nurse Clinician position. The same applies to an employee who, on May 14, 2006, is continuing her studies in view of completing a third (3rd) certificate in the context of such a Bachelor's degree. If the employee who is continuing her studies on May 14, 2006 has completed or is completing a second (2nd) certificate in the context of a Bachelor's of Science, the third (3rd) must be a recognized nursing certificate listed in Appendix 10, unless she already has two (2) recognized nursing certificates.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this position with her current Employer as well as with a future Employer.

Care counsellor nurse:

An employee who works for an institution in the health and social services sector on May 14, 2006 who has three (3) recognized nursing certificates listed in Appendix 10 qualifies to apply for a care counsellor nurse position.

An employee who has started her third (3rd) recognized nursing certificate listed in Appendix 10 on May 14, 2006 also qualifies to apply for a care counsellor nurse position. A nursing certificate does not however include a certificate in administration or management.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this position with her current Employer as well as with a future Employer.

SECTION IV PROCEDURE FOR THE MODIFICATION OF THE LIST OF JOB TITLES, JOB DESCRIPTIONS, SALARY RATES AND SCALES

General provisions

- 1.01 Any modification of the list of job titles, job descriptions, salary rates and scales is subject to the following procedure.
- 1.02 Only the *Ministère de la Santé et des Services sociaux* (MSSS) is authorized to abolish or modify a job title included in the list or to create a new one.
- 1.03 A Union or a group of unions or an Employer may also request a modification of the list. To do this, it must send a written, motivated request to the MSSS using the form for this purpose.

Unless the request is a joint one, a copy is sent to the other party.

The MSSS informs the union groups of all requests for modification that it receives.

- 1.04 A job title may be created only in cases where the MSSS establishes:
 - that the main attributions of a job are not included in any of the job descriptions of the job titles in the list;
 - that significant modifications are made to the main attributions of a job title already included in the list.

In all cases, the main attributions of a job title must be of a permanent nature.

- 1.05 The MSSS informs the petitioner and the union groups of its decision to follow up or not any request for modification of the list.

For the purpose of this procedure, the union groups are the nine (9) following union entities: the APTS, the FP-CSN, the FSSS-CSN, the FSQ-CSQ, the FSSSS-CSQ, the FIQ, the CSD, the SCFP-FTQ and the SQEES-FTQ.

Each union group is responsible for informing the MSSS of the coordinates of the person to receive the information from the MSSS.

Consultation on the modification project

- 1.06 If, during the course of this collective agreement, the MSSS decides to create a job title, it informs each one of the union groups in writing. The notice transmitted by the MSSS must include a detailed description of the proposed modification.
- In the case where the MSSS decides not to follow up on a proposed modification of the list of job titles following a request made by virtue of the provisions of clause 1.03, it informs the union groups and local parties concerned.
- 1.07 The union groups have ninety (90) days from the receipt of the proposed modification to the list of job titles to submit their written opinion to the MSSS.
- 1.08 Upon written request from a union group, the MSSS convenes a meeting of the union groups and representatives from the MSSS, with the goal of exchanging information on the proposed modification. The meeting must take place in the thirty (30) days following receipt of the opinion. The MSSS may also convene such a meeting on its own initiative.
- 1.09 The MSSS informs the union groups of its decision at the end of the time limit stipulated in clause 1.07.

Comité national des emplois

- 1.10 A *Comité national des emplois* is set up within ninety (90) days of the coming into effect of the collective agreement.
- 1.11 The committee is composed of six (6) representatives of the management party and, for the union party, of two (2) representatives for the CSN and FIQ Unions and a maximum of two (2) representatives for each of the following Unions: CSQ, APTS and FTQ.
- Each party appoints a secretary; all communications from one party to the other are through the secretary.
- 1.12 The Committee meets at the request of one or the other of the parties upon written notice from the secretary. The meeting must take place within ten (10) days following the reception of the notice.
- 1.13 The Committee has the mandate to establish the ranking applicable to any new job title referred by the MSSS or any existing job title for which the MSSS has modified the academic requirements.
- To do this, it must use the job evaluation system in effect and determine the evaluation ratings to be attributed to each of the evaluation sub-factors.
- 1.14 The committee must report that all the pertinent information is available before the discussions begin on the new job title and the value of the related duties.
- The committee may, for the purpose of the evaluation of the functions, use significant reference jobs or reference actions agreed to by the

parties and the interpretation guide for the evaluation system. It must take into account the application that was made by other job categories as defined by the Pay Equity Act.

- 1.15 If the parties agree on the evaluation of all the sub-factors, the salary rate or scale related to the new job title is the reference rate or scale for the corresponding classification, determined by the Conseil du trésor or, if it is completed, by the pay equity programme that includes the evaluated job title.
- 1.16 Any agreement reached by the *Comité national des emplois* is final and binding.
- 1.17 If no agreement is concluded on the ratings to be attributed to the sub-factors of the job evaluation system within ninety (90) days following the report stipulated in clause 1.14, the ratings of the sub-factors which are the object of contention are submitted to arbitration with a summary of the respective claims of the parties.

Arbitration procedure

- 1.18 The parties attempt to agree on the appointment of an arbitrator specialized in the field of job evaluations. Failing an agreement within thirty (30) days, one of the parties asks the Minister of Labour to appoint this specialized arbitrator.
- 1.19 Each party appoints its assessor and assumes the latter's fees and expenses.
- 1.20 The jurisdiction of the arbitrator is limited to the application of the system of evaluation regarding the sub-factors which are the object of contention submitted to him and the proof presented. He does not have the power to alter the job evaluation system, its interpretation guide, the reference rates and scales, or other tools for the evaluation of the duties.

The arbitrator must take into consideration, for the purpose of the comparison of evaluation ratings, how these were applied for other job categories.
- 1.21 The ranking of the evaluated job corresponds to the ratings of the sub-factors on which there was a consensus at the *Comité national des emplois* and those established by the arbitrator.
- 1.22 The salary rate or scale related to the new job title is the reference rate or scale for the corresponding classification, determined by the *Conseil du trésor* or, if it is completed, by the pay equity programme that include the evaluated job title.
- 1.23 If it is established during arbitration that one or several duties do not appear in the description, although employees are and continue to be under the obligation to accomplish them, the arbitrator may decide to include them in the description for the purpose of implementing the powers which are attributed to him by virtue of clause 1.20.
- 1.24 The arbitrator's decision is final and binding on the parties. Payment of his fees and expenses are shared equally by the parties.

Change of salary following a reclassification

- 1.25 The readjustment, if any, of the earnings of the employee reclassified by virtue of these clauses is determined according to the provisions of the collective agreement and is retroactive to the date on which the employee began to accomplish the duties of the new job title, but at the earliest on the date of coming into effect stipulated in clause 1.06.
- 1.26 The payment is made within ninety (90) days following the agreement between the parties or the arbitration award.

Modifications to the list

- 1.27 When modifications are made to the list by virtue of the provisions of this article, the *Ministère de la Santé et des Services sociaux (MSSS)* notifies the Quebec parties. These modifications come into effect on the date of this notice.

APPENDIX 2

SPECIFIC CONDITIONS APPLICABLE IN THE CASE OF INTEGRATION BY VIRTUE OF SECTIONS 130 TO 136 OF THE ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY (R.S.Q., c. S-2.1)

ARTICLE 1 SCOPE

The provisions of this collective agreement apply to employees who are to be integrated provided they are not otherwise modified by this appendix.

A) Promotion, Transfer, Demotion

Newly-created positions will not be subject to the provisions regarding voluntary transfers and employees to be integrated will fill these positions. On account of integration, their nomination cannot be contested.

B) Seniority

Years of service acquired with the conveyor Employer are transferred as years of seniority in the institution.

C) Professional experience

The employee is given recognition for experience deemed pertinent by the institution.

D) Salary

Employees will not suffer any decrease in hourly wages.

E) Annual vacation

On the first day of employment, the provisions of the collective agreement concerning annual vacations apply to the integrated employees.

F) Pension plan

The employees are subject to the *Régime de Retraite des Employés du Gouvernement et des Organismes Publics (RREGOP)* as soon as their employment in the institution becomes effective.

ARTICLE 2 OTHER WORKING CONDITIONS

Integrated employees cannot transfer any other working conditions in effect with the conveyor Employer.

SPECIFIC CONDITIONS FOR NURSES

**ARTICLE 1
SCOPE**

The provisions of this collective agreement apply, to the extent that they are not otherwise modified by this appendix, to nurses holding one of the following job titles:

- 2471 -Nurse
- 2459 -Nurse team leader
- 2489 -Assistant-head-nurse
Assistant to the immediate superior
- 2462 -Nurse instructor

**ARTICLE 2
POST-GRADUATE TRAINING**

- 2.01 1. Duration equal to or greater than fifteen (15) credits and less than thirty (30) credits

Any post-graduate course in nursing for a duration equal to or greater than fifteen (15) credits gives entitlement to an advancement of one (1) echelon in the salary scale or, if applicable, to additional remuneration of 1.5% of the salary stipulated for the twelfth (12th) echelon of the salary scale.

2. Duration of thirty (30) credits:

Any post-graduate course in nursing for a duration of thirty (30) credits gives entitlement to an advancement of two (2) echelons in the salary scale or, if applicable, to additional remuneration of 3% of the salary stipulated for the twelfth (12th) echelon of the salary scale.

3. Conditions of application:

An employee must work in her specialty to benefit from this advancement of echelon in her salary scale. The post-graduate training must be required by the Employer to benefit from this additional remuneration. If the employee uses more than one of these post-graduate courses in her specialty, she is entitled to the total number of echelons stipulated for these post-graduate courses or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the twelfth (12th) echelon of her salary scale.

4. Eligible post-graduate training:

The list of post-graduate programmes and their relative value stipulated in the 2000-2002 collective agreement and the programmes of studies recognized by the *Ministère de l'Éducation, du Loisir et du Sport* are recognized for the purposes of application of this article.

5. The parties agree, however, that an employee who holds a certificate from an advanced school of nursing, a Bachelor of Science in Nursing or a Master of Science in Nursing is entitled to the number of echelons in her scale determined below, regardless of the position she holds.
 - Certificate from an advanced school of Nursing: two (2) echelons.
 - One (1) year successfully completed in view of a diploma in nursing: two (2) echelons.
 - Bachelor of Science in Nursing: four (4) echelons.
 - Master of Science in Nursing: six (6) echelons.
6. Effective value of higher education:

An employee possessing one (1) or more of the higher education diplomas mentioned in the foregoing paragraph shall benefit only from the diploma providing her with the greatest number of echelons.

7. An employee holding a Bachelor of Science in Nursing benefits, if applicable from additional remuneration of 6% when she works in a centre of activities where the Employer, between January 1, 1983 and December 31, 1989, has awarded a position with the same job title as hers with such an academic requirement.

An employee who holds a certificate from a school of nursing, a Bachelor of Science in Nursing or a Master of Science in Nursing and who works in a centre of activities where the Employer imposes or requires one or more post-graduate training courses for her job title is deemed to possess this training for the purposes of the additional remuneration stipulated in clauses 2.01 -1 and 2.01 -2. However, this additional remuneration shall not exceed the percentage normally awarded to the other employees for the training required or deemed to be required.

An employee who has benefited from advancement in echelon(s) for post-graduate training receives the additional remuneration for the said post-graduate training when she has completed one (1) year or more of experience in the twelfth (12th) echelon of her salary scale and this post-graduate training is required by the Employer according to the provisions of clause 2.02.

When an employee, who holds a position for which post-graduate training is required, cannot benefit from all of the echelons to which she is entitled for her post-graduate training because she is in the twelfth (12th) echelon of her salary scale due to the combination of her experience and her post-graduate training, this employee receives additional remuneration, for each echelon that is no longer accessible to her, equivalent to 1.5% of the salary stipulated for the top of her salary scale, until this additional remuneration corresponds to all of the echelons to which she is entitled for her post-graduate training, without exceeding 6%.

An employee in the twelfth (12th) echelon only because of her experience benefits from the additional remuneration for her post-graduate training when it is required by the Employer according to the provisions of clause 2.02.

- 2.02 For the purpose of the application of this article, the Employer determines, by centre of activities and by job title, the list of post-graduate courses deemed to be required which give access to additional remuneration to the basic salary.

**ARTICLE 3
SPECIFIC CONDITIONS FOR EMPLOYEES WORKING IN PENAL
INSTITUTIONS**

3.01 Floating holidays

A full-time employee who works exclusively in a penal institution is entitled, as of July 1 of each year, to one half (½) day off for each month worked up to a maximum of five (5) days per year.

- 3.02 A full-time employee who ceases to be covered by this article is paid for all the unused floating holidays thus acquired according to the benefit she would receive if she took them at that time.
- 3.03 A part-time employee covered by this article is not entitled to take these floating holidays, but receives the monetary compensation stipulated in clause 7.11.

**ARTICLE 4
SPECIFIC CONDITIONS**

Employees who currently work at the *Centre de santé et de services sociaux de Charlevoix* at the hospital site and who already receive a premium of ten percent (10%) of their basic salary, will continue to receive this premium instead of the premium stipulated in clause 34.02 of the collective agreement, provided that the conditions remain unchanged.

APPENDIX 4

SPECIFIC CONDITIONS FOR THE EMPLOYEE WITH A NURSE JOB TITLE REQUIRING A UNIVERSITY DEGREE

ARTICLE 1 SCOPE

- 1.01 The provisions of this collective agreement apply, to the extent that they are not otherwise modified by this appendix, to the employees in the following job titles:
- 1911 -Nurse clinician
 - 1912 -Nurse clinician assistant-head-nurse
Nurse clinician assistant to the immediate superior
 - 1913 -Care counsellor nurse
 - 1915 -Specialty nurse practitioner
 - 1914 -Specialty nurse practitioner candidate
 - 1916 -Nurse first surgical assistant
- 1.02 The specific conditions for employees working in a penal institution appearing in Article 3 of Appendix 3 apply, if applicable, to the employees covered by this appendix.

ARTICLE 2 PREVIOUS EXPERIENCE

(This article replaces Article 8 of the general agreement)

- 2.01 An employee currently in the Employer's service and any employee who will be subsequently hired are classified, with respect to their salary only, according to the duration of previous work in one of the job titles stipulated in clause 1.01 and, if applicable, according to the valid experience acquired in a comparable job title, provided that she has not ceased to practise her profession for more than five (5) consecutive years. An employee who has left her profession for more than five (5) years may not have access to the last echelon of the salary scale at the time she is classified.

Any fractional year recognized under the foregoing paragraph is accounted for in determining the employee's date of advancement in echelon.

Notwithstanding the above, the employees currently in the Employer's service and those subsequently hired cannot be credited for the experience acquired in 1983, for the purposes of classification in their salary scale.

- 2.02 Upon hiring, the Employer shall require the employee to produce an attestation of this experience. The employee will obtain this attestation from the Employer with whom she acquired it. Failing this, the Employer cannot invoke the prescription deadline against the employee. If it is impossible for the employee to provide written proof or an attestation of this experience, after having shown such impossibility, she may make a sworn declaration, which then has the same value as the written attestation.

ARTICLE 3 OVERTIME

(These clauses replace clause 19.03 of the general agreement)

Method of remuneration

- 3.01 An employee who works overtime is paid for the number of hours worked in the following manner:
- 1- the overtime hours are granted at straight time, within the next thirty (30) days, unless there is an agreement to the contrary between the Employer and the employee;
 - 2- if the Employer cannot grant time off for the said overtime within this deadline, it will be paid at straight time.
- 3.02 The parties may agree, by local arrangement, that the foregoing clause does not apply to an employee working in an outpost or a northern clinic covered by Section XII of Article 29. In this case, the overtime hours worked are paid at straight time.
- 3.03 Notwithstanding the preceding paragraph, the method of remuneration of overtime stipulated in clause 19.03 applies to the nurse clinicians (1911), the nurse clinician assistant-head-nurses and the nurse clinician assistant to the immediate superiors (1912) who work in the centres of activities where services are provided twenty-four (24) hours a day, seven (7) days per week.

ARTICLE 4 EVALUATION

- 4.01 Any evaluation of an employee's professional activities must be brought to her attention.
- 4.02 Any request for information regarding an employee's professional activities, whether on duty or not, will be provided by the Employer.

ARTICLE 5 SALARY

- 5.01 **Integration of employees hired after the date the collective agreement takes effect into the salary scales**

An employee hired after the date the collective agreement takes effect is integrated into the echelon corresponding to her years of experience in accordance with clause 2.01 and, if available, by accounting for the provisions of clauses 5.08 to 5.14, all in accordance with the rules applicable to advancement in echelon.

An employee with no experience in one of the job titles in this appendix is integrated into the 1st echelon, subject to the provisions of clauses 5.08 to 5.14.

- 5.02 **Integration of employees promoted after the date the collective agreement takes effect into the salary scales**

An employee promoted to a position in a job title stipulated in clause 1.01 receives the basic salary for that job title immediately higher than the one she would receive in the job title she is leaving, taking into

account, if applicable, the additional remuneration for post-graduate training.

However, a nurse clinician promoted to nurse clinician assistant-head-nurse or nurse clinician assistant to the immediate superior receives, in her new job title, the salary stipulated for the echelon of this job title corresponding to the salary she received in the job title she is leaving.

An assistant-head-nurse or an assistant to the immediate superior who obtains a nurse clinician position maintains the remuneration she received before her promotion (basic salary and, if applicable, the additional remuneration for post-graduate training) until she is in her new salary scale at an echelon assuring her of a basic salary equal to or greater than the remuneration she received prior to her promotion.

- 5.03 The community health nurse¹, the assistant-head-nurse or the assistant to the immediate superior who hold a Master of Science in Nursing, a Bachelor of Science in Nursing or a Bachelor's degree including at least two (2) recognized nursing certificates, is classified as a nurse clinician or, if applicable, as a nurse clinician assistant-head-nurse or a nurse clinician assistant to the immediate superior on the date she obtains her degree.

The rules of integration of an employee reclassified in this manner are those stipulated in clause 5.02.

- 5.04 If, within twelve (12) months of each increase in salary scale, an employee subject to one of the job titles contemplated in clause 1.01 receives a lower salary than she would have received in the job title she left (taking into account, if applicable, the additional remuneration for post-graduate training), she receives, effective from the date that her salary is lower and until the advancement in echelon in her salary scale, the salary she would have received in the job title she left. However, if the advancement in echelon in her salary scale provides her with a lower salary than the one she would have received in the job title she left, she continues to receive the salary for her former job title until her next advancement in echelon.

Recognition of years of experience

- 5.05 One (1) year of valid professional work is equivalent to one (1) year of professional experience.
- 5.06 For the calculation of a part-time employee's experience, each day of work is equivalent to: $-1/225^{\text{th}}$ of a year of experience if she is entitled to 20 days of annual vacation, $-1/224^{\text{th}}$ of a year of experience if she is entitled to 21 days of annual vacation, $-1/223^{\text{rd}}$ of a year of experience if she is entitled to 22 days of annual vacation, $-1/222^{\text{nd}}$ of a year of experience if she is entitled to 23 days of annual vacation, $-1/221^{\text{st}}$ of a year of experience if she is entitled to 24 days of annual vacation, and $-1/220^{\text{th}}$ of a year of experience if she is entitled to 25 days of annual vacation.

1 Access to the nurse clinician job title applies only to a nurse working in the CLSC vocation.

- 5.07 Subject to clauses 5.08 to 5.14, an employee may not accumulate more than one (1) year of work experience during a twelve (12)-month period.

Recognition of post-graduate professional improvement studies after obtaining a university degree

- 5.08 This concerns the academic training relevant to the profession practised in addition to the Bachelor's degree.
- 5.09 One (1) year of studies (or its equivalent, 30 credits) successfully completed in the same discipline as the one mentioned in an employee's job description is equivalent to two (2) years of professional experience.
- 5.10 One (1) year of studies (or its equivalent, 30 credits) successfully completed in a discipline related to the one mentioned in an employee's job description is equivalent to one (1) year of professional experience.
- 5.11 Notwithstanding clause 5.09, the final year of a Master's or doctoral programme is equivalent to only one (1) year of professional experience if the degree is not obtained.
- 5.12 Only the number of years normally required to complete the studies undertaken shall be counted.
- 5.13 A maximum of three (3) years of schooling may be counted for the purpose of experience.
- 5.14 "University degree" means that an employee has completed the schooling necessary to acquire the degree according to the system in force at the time this schooling was completed.

Advancement in echelon(s)

- 5.15 The length of stay in an echelon is normally six (6) months of professional experience in echelons 1 to 8 and (1) year of professional experience in echelons 9 to 18.
- 5.16 Advancement in echelon is granted based on satisfactory performance.
- 5.17 Accelerated advancement in echelon is granted on the date when the employee has completed the academic requirement that entitles her to an experience credit according to the provisions of clauses 5.08 to 5.14. This accelerated advancement in echelon does not alter the employee's regular date of advancement in echelon.
- 5.18 Accelerated advancement of one echelon is granted to an employee on her date of advancement in echelon, following performance considered to be outstanding by the Employer.

**ARTICLE 6
SPECIAL PROVISIONS REGARDING ARTICLE 15
(JOB SECURITY)**

For the purposes of application of clause 15.13 (comparable position), the job titles subject to this appendix are deemed to be included in the "nursing" sector of activity.

APPENDIX 5

SPECIFIC CONDITIONS FOR NURSING OR RESPIRATORY THERAPY EXTERNS

ARTICLE 1 SCOPE

The provisions of the collective agreement, except for Article 17, to the extent that they are not otherwise modified by this appendix, apply to the nursing or respiratory therapy externs for the duration of their employment, as stipulated in the regulations.

ARTICLE 2 PROBATION PERIOD

A nursing or respiratory therapy extern who, after her externship, is rehired or integrated into a job title of candidate for admission to the practice of the nursing profession or respiratory therapist is subject to a new probation period.

ARTICLE 3 SENIORITY

Regardless of the provisions of the second (2nd) paragraph of clause 12.11 of the collective agreement, an employee's accumulated seniority as a nursing or respiratory therapy extern will be recognized if, within six (6) months of the end of her studies, she is hired in the same institution as a candidate for admission to the practice of the nursing profession or as a respiratory therapist.

ARTICLE 4 LIFE, HEALTH AND SALARY INSURANCE PLAN

The employee does not participate in the life, health and salary insurance plans and receives the fringe benefits of a part-time employee not covered by this plan.

ATYPICAL SCHEDULES

The local parties may, by agreement, implement atypical schedules composed of a number of hours superior to the regular workday without however exceeding twelve (12) hours of work.

An employee covered by an atypical schedule may never be granted benefits superior to those granted to an employee having a regular schedule.

Scope

The following provisions are aimed at adapting the corresponding Quebec provisions stipulated in the collective agreement.

1. Statutory holidays

The days of statutory holidays are converted into hours each year on July 1 according to the following formula:

$$\left[\frac{\text{Number of hours in the regular workweek stipulated for a full-time position}}{5 \text{ days}} \right] \times 13 \text{ statutory holidays}$$

In the case where an employee becomes subject to an atypical schedule after July 1, the number of hours obtained through applying the above formula is reduced by the number of hours equivalent to the days of statutory holidays already taken after July 1.

In the case of an absence during which statutory holidays do not accumulate, the number of hours determined by the formula is reduced by the number of hours equivalent to one (1) regular workday multiplied by the number of statutory holidays that occur during this absence.

When the statutory holiday is taken, an employee is paid according to the number of hours stipulated for the atypical schedule workday and the number of hours determined according to the formula is reduced by the number of hours thus paid.

When the statutory holiday coincides with a sick leave not exceeding twelve (12) months, the employee is paid according to the provisions of clause 20.03 and the number of hours determined according to the formula is reduced by the number of hours equivalent to one (1) regular workday.

The Employer keeps a sufficient number of hours to pay the National Holiday statutory holiday for the full-time employee.

2. Other leaves

The days of leave listed hereafter are converted into hours according to the following formula:

$$\left[\frac{\text{Number of hours in the regular workweek stipulated for a full-time position}}{5 \text{ days}} \right] \times \left[\text{Number of days stipulated in the collective agreement for a specific leave} - \text{number of days of leave already used} \right]$$

The leaves covered are:

- annual vacation;
- floating holidays;
- bank of sick-leave days;
- certain leaves stipulated in parental leaves:
 - special leave (clause 22.20);
 - paternity leave (clause 22.21);
 - adoption leave (clause 22.22).

When the leave is taken, the employee is paid according to the number of hours stipulated for the atypical schedule workday and the number of hours determined according to the formula is reduced by the number of hours thus paid.

3. Union leaves

When the number of hours of union leave exceeds the number of hours in a regular workweek stipulated for a full-time position divided into five (5) days, the bank of union leave days is reduced by the equivalent number of days by applying the following formula:

$$\text{Number of hours of union leave in the atypical schedule day} \div \left[\frac{\text{Number of hours in a regular workweek for a full-time position}}{5 \text{ days}} \right]$$

4. Salary insurance

The waiting period is equal to the number of hours stipulated for a regular workweek.

5. Premiums payable per shift

The premiums payable per shift are converted into hourly premiums by dividing them by the number of hours in the regular workweek stipulated for a full-time position divided by five (5) days.

6. Weekly premiums and supplements

The weekly premiums and supplements are converted into hourly premiums and supplements by dividing them by the number of hours in the regular workweek stipulated for a full-time position.

7. Breaks

When an employee's schedule includes a day of between eight (8) hours and twelve (12) hours inclusively, an employee is entitled to a break with a proportional number of minutes by taking as the basis of the calculation that she benefits from a thirty (30) minute break per day of eight (8) hours. These break minutes are divided over at least two (2) breaks.

8. Calculation of the minimum availability for the higher evening and night premiums and the higher critical care premium

For the purposes of calculating the minimum availability of sixteen (16) days out of twenty-eight (28) days stipulated in the higher evening and night premiums and the higher critical care premium, the number of hours of availability offered and respected by an employee including her position during the twenty-eight (28)-day period is divided by the number of hours stipulated for a shift in the regular workweek.

9. Overtime

For the purposes of qualification for overtime, the regular workweek for a full-time or part-time employee, and an employee who is working a replacement, is that stipulated in the new schedule. The regular workweek for a full-time employee and an employee working an entire replacement is that stipulated in the new schedule. The regular workweek for an employee who does a replacement on two (2) types of schedules, a regular schedule and an atypical schedule, is that stipulated for the job title subject to a regular schedule.

10. Accumulation of experience for a part-time employee

When the number of hours of work in an atypical schedule is different to that stipulated for her job title for a regular workday, experience is calculated according to the hours worked in relation to the number of hours of a regular day. However, an employee cannot accumulate more than one (1) year of experience in a calendar year.

11. Payment of hours not used

An employee who has not used all the hours of leave converted by the application of this appendix receives, within one month of the end of the period stipulated in the collective agreement for taking the said leave, the payment of the hours not used which do not allow the taking of a full day off with pay.

MOVING EXPENSES

**ARTICLE 1
GENERAL PROVISIONS**

- 1.01 The provisions of this appendix serve to determine what is covered as moving expenses for an employee who is entitled to the reimbursement of moving expenses in the framework of the job security plan stipulated in Article 15 of the collective agreement.
- 1.02 An employee can only claim moving expenses if the Service Régional de Main-d'Oeuvre (SRMO) accepts that the reassignment of the said employee necessitates her moving.

Moving is deemed necessary if it actually takes place and if the distance between the employee's new home base and former home base is more than fifty (50) kilometres.

However, moving is deemed unnecessary if the distance between the new home base and the employee's home is less than fifty (50) kilometres.

- 1.03 The provisions of this appendix apply, with the necessary adjustments, when the move follows the application of a special measure provided for in clauses 14.11 and 14.18 or a reassignment carried out in the institution in accordance with clause 15.09 5. In these situations, the Employer assumes the responsibilities stipulated in this article instead of the Service régional de main-d'œuvre (SRMO).

**ARTICLE 2
MOVING EXPENSES FOR FURNITURE
AND PERSONAL BELONGINGS**

- 2.01 The SRMO agrees to assume, upon presentation of supporting documents, the expenses incurred for the transportation of the furniture and personal belongings of the employee concerned, including the packing, unpacking and the cost of the insurance premium or the cost of towing a mobile home providing the said employee provides, in advance, at least two (2) detailed estimates of the costs to be incurred.
- 2.02 The SRMO does not however assume the transportation costs of the employee's personal vehicle, unless the place of her new residence is inaccessible by road. Similarly, the transportation costs for pleasure craft, canoes, etc., are not reimbursed by the SRMO.

**ARTICLE 3
STORAGE**

- 3.01 When, for force majeure reasons, other than the construction of a new home, an employee cannot move directly from one home to another, the SRMO pays for the storage of the furniture and personal belongings of the employee and her dependents, for a period not exceeding two (2) months.

ARTICLE 4
EXPENSES CONCOMITANT WITH MOVING

- 4.01 The SRMO pays a moving allowance of \$750.00 to any reassigned employee who maintains a home as compensation for moving-related expenses (carpets, drapes, disconnection and connection of electrical appliances, cleaning, babysitting expenses, etc.) unless the employee is assigned to a place where complete facilities are put at her disposal by the institution. The employee who does not maintain a home receives a moving allowance of \$200.00.

ARTICLE 5
COMPENSATION FOR A LEASE

- 5.01 The employee covered by Article 1 of this appendix is also entitled, if need be, to the following compensation: upon leaving an apartment or home without a written lease, the SRMO will pay an amount equal to one (1) month of rent. If there is a lease, the SRMO will pay a maximum of three (3) months of rent to the employee who must break her lease when the landlord requests compensation. In both cases, the employee must testify to the legitimacy of the landlord's request and present supporting documents.
- 5.02 If the employee chooses to sublet her apartment herself, a reasonable price for advertising the sublet is paid for by the SRMO.

ARTICLE 6
**REIMBURSEMENT OF EXPENSES INHERENT
TO THE SALE OF A HOUSE**

- 6.01 The SRMO pays the following expenses for the sale and/or purchase of the main residence of the reassigned employee:
- a) broker fees on presentation of supporting documents after the signing of the deed of sale;
 - b) actual cost of deed, chargeable to the employee for the purchase of a house for residence purposes at the place of her assignment on the condition that the employee was already owner of her house at the time of reassignment and that the said house has been sold;
 - c) the penalties for breaking a mortgage as well as the tax for transfer of property.
- 6.02 When the house of the reassigned employee, put on sale at a reasonable price, is not sold at the time the employee must make new arrangements for lodging, the SRMO does not reimburse the expenses related to keeping the unsold house. However, in this case, on presentation of supporting documents, the SRMO reimburses, the following expenses for a period not exceeding three (3) months:
- a) municipal and school taxes;
 - b) interest on mortgage;
 - c) the cost of the insurance premium.

- 6.03 In the case where the reassigned employee chooses not to sell her main residence, she can benefit from the provisions of this article in order to avoid a double financial burden for the employee owner due to the fact that her main residence would not be rented at the time she must assume new obligations for lodging in the locality to which she has been reassigned. The SRMO pays, for the time the house is not rented, the amount of the new rent for a maximum period of three (3) months, upon presentation of the leases. Moreover, the SRMO reimburses reasonable expenses for advertising and the expenses of two (2) trips made for the purpose of renting the house, upon presentation of supporting documents in conformity with the regulations concerning travelling expenses in effect at the SRMO.

ARTICLE 7 LODGING AND ASSIGNMENT EXPENSES

- 7.01 When, for “force majeure” reasons, other than the construction of a new home, an employee cannot move directly from one home to another, the SRMO reimburses the employee’s lodging expenses, in conformity with the regulations concerning travelling expenses in effect at the SRMO, for the employee and her family for a period of no more than two (2) weeks.
- 7.02 In the case when moving is delayed, with the authorization of the SRMO, or when the employee’s spouse and dependent children are not reassigned immediately, the SRMO pays the travelling expenses of the employee for the purpose of visiting her family, once every two (2) weeks up to a maximum of four hundred and eighty (480) kilometres if the distance to be covered round trip is equal or less than four hundred and eighty (480) kilometres, and once (1) per month, up to a maximum of sixteen hundred (1600) kilometres if the distance to be covered round trip is more than four hundred and eighty (480) kilometres.

ARTICLE 8 PAYMENT

- 8.01 Reimbursement of moving expenses provided for in this appendix is made within sixty (60) days following the presentation of the supporting documents by the employee.

THE FOUR-DAY SCHEDULE

The local parties may, by agreement, implement a schedule with a four-day workweek:

1. Four (4)-day workweek

For full-time employees, the regular workweek is modified in the following way:

- a) the regular workweek for employees who presently work thirty-five (35) hours is henceforth thirty-two (32) hours divided into four (4) days of eight (8) hours per workday.
- b) the regular workweek for employees who presently work thirty-six and one quarter (36.25) hours is henceforth thirty-two (32) hours or thirty-three hours divided into four (4) days of eight (8) hours or eight and one-quarter (8.25) hours per workday.
- c) the regular workweek for employees who presently work thirty-seven and one-half (37.50) hours is henceforth thirty-three (33) hours divided into four (4) days of eight and one-quarter (8.25) hours per workday.

The workday for part-time employees is that stipulated in the new schedule.

2. Conversion of leaves into premiums for full-time employees

- The maximum number of sick-leave days which can be accumulated drops from 9.6 days to 5 days per year.
- Statutory holidays may be reduced by a minimum of eight (8) days and a maximum of eleven (11) days.
- The leaves thus freed are converted into a compensation index. According to the number of days thus converted, the percentage of this index shall vary according to the following schedule:

days converted	% of compensation
12.6	4.3%
13.6	4.9%
14.6	5.5%
15.6	6.0%

The compensation index applies to the hourly rate of the job title, the supplement, and the psychiatry premium, as well as the additional remuneration in Article 2 of Appendix 3, and in Appendix 11, applied to the hourly rate for the job title.

3. Modifications as a result of the new schedule

Full-time employees continue to be governed by the rules that apply to full-time employees.

In addition to statutory holidays and sick leaves that have been used to calculate the compensation index, the following benefits are established proportionally to the new workweek:

	Old schedule	New schedule
- floating holidays in psychiatry, in penal institutions and specific units	5 days	4 days
- annual vacation		
Less than 17 years of service	20 days	16 days
17 and 18 years of service	21 days	16.8 days
19 and 20 years of service	22 days	17.6 days
21 and 22 years of service	23 days	18.4 days
23 and 24 years of service	24 days	19.2 days
25 years of service and more	25 days	20 days

- supplements:

Supplement	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
Replacement of the head nurse	1.70/hr	1.71/hr	1.73/hr	1.76/hr	1.80/hr
Licensed practical nurse team leader (3446)	0.42/hr	0.42/hr	0.42/hr	0.43/hr	0.44/hr

- premium:

Premium	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
Psychiatry	0.48/hr	0.48/hr	0.48/hr	0.49/hr	0.50/hr

The payment of the availability (on-call) premium is prorated to the hours of availability (on-call) worked in relation to eight (8) hours.

The salary considered for the purpose of the payment of the additional remuneration stipulated in Article 2 of Appendix 3, and in Appendix 11 is the salary for the new work schedule.

For the calculation of all benefits, indemnity or other, the salary is the salary stipulated for the new schedule, including the compensation index, namely for:

- maternity, paternity or adoption leave indemnity;
- salary insurance benefits
- layoff indemnity
- deferred pay leave

The waiting period for the full-time employee on disability is four (4) workdays.

For the purpose of overtime, the normal workday for a full-time or part-time employee and the employee on a replacement is that stipulated in the new work schedule. The normal workweek for the full-time employee or the employee replacing for the full week is that of the new work schedule. For the employee replacing on two types of schedules, the normal workweek is that stipulated in the job title for a five (5)-day schedule.

4. Conditions for application

The chosen model, its length and conditions of application are subject to an agreement between the local parties.

The conditions to be agreed upon locally include namely:

- a) the area covered (centre of activities);
- b) the proportion of volunteers; in the case of a disagreement between the parties, the proportion must be 80%;
- c) conditions applicable to non-voluntary employees (e.g. exchange of positions);
- d) application for a minimal period of one (1) year, renewable;
- e) possibility for one of the parties to put an end to this agreement by giving notice sixty (60) days before the renewal;
- f) possibility for the parties to put an end to the agreement at any time upon mutual agreement;
- g) when the activities of the centre of activities so permit, the local parties agree to offer the four (4)-day schedule on an individual basis.

5. Pension plan

The employee covered by this appendix is governed by the provisions of the RREGOP Act for her pension plan.

APPENDIX 9

SPECIAL CONDITIONS FOR EMPLOYEES WHO WORK IN A SPECIFIC UNIT

ARTICLE 1 SCOPE

This appendix applies to specific units recognized by a health and social services agency and the MSSS.

ARTICLE 2 FLOATING HOLIDAYS

- 2.01 A full-time employee who works in a specific unit of an institution listed in Article 3 is entitled, as of July 1 of each year, to one half (1/2) day off for each month worked up to a maximum of five (5) days per year.
- 2.02 An employee who leaves her assignment in the specific unit is paid for all the unused floating holidays thus acquired according to the indemnity she would receive if she took them at that time.
- 2.03 A part-time employee who works in a specific unit is not entitled to take these floating holidays, but receives the monetary compensation stipulated in clause 7.11.

ARTICLE 3 INSTITUTIONS COVERED

- 3.01 The specific units in the following institutions are covered by the provisions of this appendix:

CAPITALE-NATIONALE (03)

- Institut de réadaptation déficience physique de Québec;
- Centre d'hébergement Saint-Antoine du Centre de santé et de services sociaux de la Vieille-Capitale;

ESTRIE (05)

- Hôpital et centre d'hébergement Argyll du Centre de santé et de services sociaux-Institut universitaire de gériatrie de Sherbrooke;

MONTRÉAL (06)

- Centre d'hébergement Armand Lavergne et Centre d'hébergement Émilie-Gamelin du Centre de santé et de services sociaux Jeanne-Mance;
- Centre d'hébergement Yvon-Brunet et Centre d'hébergement des Seigneurs du Centre de santé et de services sociaux du Sud-Ouest-Verdun;
- Centre d'hébergement Paul-Gouin du Centre de santé et de services sociaux du Cœur-de-l'Île;
- Centre d'hébergement Pierre-Joseph-Triest du Centre de santé et de services sociaux de la Pointe-de-l'Île;

- Centre d'hébergement Jeanne-Le-Ber et Centre d'hébergement Rousselot du Centre de santé et de services sociaux Lucille-Teasdale;
- Centre d'hébergement de Lachine du Centre de santé et de services sociaux Dorval-Lachine-Lasalle;

ABITIBI-TÉMISCAMINGUE (08)

- CHSLD Macamic du Centre de santé et de services sociaux des Aurores-Boréales;

CHAUDIÈRE-APPALACHES (12)

- Centre Paul-Gilbert-Centre d'hébergement de Charny du Centre de santé et de services sociaux Alphonse-Desjardins;

LANAUDIÈRE (14)

- Centre d'hébergement des Deux-Rives du Centre de santé et de services sociaux du Sud de Lanaudière;

MONTÉRÉGIE (16)

- CLSC des Seigneuries et Centre d'hébergement de Contrecoeur du Centre de santé et de services sociaux Pierre-Boucher.

3.02 If, in the course of this collective agreement, a specific unit is recognized by a health and social services agency and the MSSS, the CPNSSS and the FIQ, as well as representatives of the institutions concerned will meet in view of including it in the list stipulated in clause 3.01.

RECOGNIZED NURSING CERTIFICATES

For the purpose of the application of the collective agreement, the recognized nursing certificates are those listed hereafter.

This list is composed of undergraduate certificates. The names of the certificates may vary from one university to another according to the period of time when they were offered.

Sciences infirmières: intégration et perspectives

Soins infirmiers

Soins infirmiers: milieu clinique

Soins palliatifs

Soins critiques

Soins infirmiers périopératoires

Soins infirmiers: santé publique

Santé communautaire

Santé mentale

Gérontologie

Gérontologie sociale

Santé et sécurité au travail

Toxicomanie

Intervention auprès des jeunes: fondements et pratiques

Petite enfance et famille: intervention précoce

Psychologie

Pratiques psychosociales

Éducation à la vie familiale

Éducation des adultes

Relations humaines et vie familiale

Administration des services de santé

Gestion des organisations

Administration

RECOGNITION OF ADDITIONAL SCHOOLING

SECTION I RESPIRATORY THERAPIST AND CLINICAL PERFUSIONIST

**ARTICLE 1
SCOPE**

The provisions of this appendix apply to employees whose job title requires a college diploma (DEC) and is classified in one of the respiratory therapy job titles, except for respiratory therapy extern or clinical perfusionist, stipulated in Appendix 1.

**ARTICLE 2
POST-GRADUATE TRAINING**

- 2.01 Any recognized post-graduate programme of studies, successfully completed, with a value equal to or greater than fifteen (15) units (credits) and less than thirty (30) units (credits) gives entitlement to advancement of one (1) echelon in the salary scale or, if applicable, to additional remuneration of 1.5% of the salary stipulated for the last echelon of the salary scale.
- 2.02 Any recognized post-graduate programme of studies, successfully completed, with a value of thirty (30) units (credits) gives entitlement to advancement of two (2) echelons in the salary scale or, if applicable, to additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale.
- 2.03 For the purposes of application of clauses 2.01 and 2.02, an employee who uses more than one post-graduate programme in her specialty is entitled to advancement of one (1) or two (2) echelons for each programme, depending on the case, up to a maximum of four (4) echelons for all of the programmes or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.
- 2.04 When the employee holds a recognized Bachelor's degree, she benefits from an advancement of four (4) echelons in her salary scale or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.

An employee enrolled in a programme of studies leading to a Bachelor's degree benefits from an advancement of two (2) echelons in her salary scale or, if applicable, to additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale when she has successfully completed the first thirty (30) units (credits). She may benefit from an additional advancement of two (2) echelons or, if applicable, from additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale upon obtaining her Bachelor's degree.

- 2.05 When the employee holds a recognized Master's degree, she benefits from an advancement of six (6) echelons in her salary scale or, if applicable, from additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.

- 2.06 The post-graduate training must be related to the specialty in which the employee works to benefit from the advancements in echelon stipulated in the foregoing clauses. The post-graduate training must be required by the Employer to benefit from the additional remuneration. If the employee uses more than one post-graduate programme of studies in the specialty in which she works, she is entitled to one (1) or two (2) echelons for each programme, whichever case is applicable, or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.
- 2.07 Subject to clause 2.03, the post-graduate training stipulated in this agreement, acquired in addition to the basic course, is not cumulative for the purposes of advancement in the salary scale or, if applicable, of additional remuneration. The employee only benefits from the degree that grants her the greatest number of echelons.
- 2.08 An employee who has benefited from advancement in echelons for post-graduate training receives the additional remuneration for the said post-graduate training when she has completed one (1) year or more of experience in the last echelon of her salary scale and when the said post-graduate training is required by the Employer according to the provisions of clause 2.09.
- When an employee who holds a position for which post-graduate training is required cannot benefit from all of the echelons to which she is entitled for her post-graduate training because she is in the last echelon of her salary scale due to the combination of her experience and her post-graduate training, this employee receives, for each echelon that is no longer accessible to her, additional remuneration equivalent to 1.5% of the salary stipulated for the top of her salary scale, until this additional remuneration corresponds to all of the echelons to which she is entitled for her post-graduate training, without exceeding 6%.
- An employee who is in the last echelon solely because of her experience benefits from additional remuneration for her post-graduate training when this is required by the Employer according to the provisions of clause 2.09.
- 2.09 For the purposes of the application of this article, the Employer determines, by department and by job title, the list of post-graduate programmes of studies deemed to be required that gives access to the additional remuneration within six (6) months of the collective agreement taking effect.

ARTICLE 3 RECOGNIZED POST-GRADUATE TRAINING

The study programmes recognized by the *ministère de l'Éducation, du Loisir et du Sport* are recognized for the purpose of application of this appendix.

SECTION II LICENSED PRACTICAL NURSE

ARTICLE 4 SCOPE

- 4.01 The provisions stipulated in this section apply to an employee with one of the following job titles:
- licensed practical nurse;
 - licensed practical nurse team leader;
 - licensed practical nurse assistant team leader.

ARTICLE 5 POST-GRADUATE TRAINING

- 5.01 Any recognized post-graduate programme of studies in nursing with a value equal to or greater than fifteen (15) units (credits) and less than thirty (30) units (credits) gives entitlement to advancement of one (1) echelon in the salary scale or, if applicable, to additional remuneration of 1.5% of the salary stipulated for the tenth (10th) echelon of the salary scale.
- 5.02 Any recognized post-graduate programme of studies in nursing with a value of thirty (30) units (credits) gives entitlement to advancement of two (2) echelons in the salary scale or, if applicable, to additional remuneration of 3% of the salary stipulated for the tenth (10th) echelon of the salary scale.
- 5.03 However, an employee must work in her specialty in order to benefit from the advancement of echelon in the salary scale stipulated in clauses 5.01 and 5.02. The post-graduate training must be required by the Employer to benefit from the additional remuneration. If the employee uses several post-graduate programmes of study in the specialty in which she works, she is entitled to one (1) or two (2) echelons for each programme, whichever case is applicable, up to a maximum of four (4) echelons for all the programmes or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the tenth (10^e) echelon of the salary scale.
- 5.04 An employee who has benefitted from advancement in echelons for post-graduate training receives the additional remuneration for the said post-graduate training when she has completed one (1) year or more of experience in the tenth (10th) echelon of her salary scale and the said post-graduate training is required by the Employer according to the provisions of clause 5.05.

When an employee who holds a position for which post-graduate training is required cannot benefit from all of the echelons to which she is entitled for her post-graduate training because she is in the last echelon of her salary scale due to the combination of her experience and her post-graduate training, this employee receives, for each echelon that is no longer accessible to her, additional remuneration equivalent to 1.5% of the salary stipulated for the top of her salary scale, until this additional remuneration corresponds to all of the echelons to which she is entitled for her post-graduate training, without exceeding 6%.

An employee who is in the last echelon solely because of her experience benefits from additional remuneration for her post-graduate training when this is required by the Employer according to the provisions of clause 5.05.

- 5.05 The Employer determines, by department and job title, the list of post-graduate programmes of studies deemed to be required that gives access to the additional remuneration within six (6) months of the collective agreement taking effect.
- 5.06 The study programmes recognized by the *ministère de l'Éducation, du Loisir et du Sport* are recognized for the purpose of this article.

**SPECIFIC CONDITIONS APPLICABLE TO CERTAIN EMPLOYEES NOT
SUBJECT TO THE INCUMBENCY PROCESS**

**ARTICLE 1
SCOPE**

- 1.01 This appendix applies to employees in institutions where the local parties have agreed, by agreement, to be exempted from the application of the incumbency process.

This agreement can only cover groups of job titles which include twenty (20) employees or less in full-time equivalents (FTE). The groups are as follows:

- nurse job titles;
- licensed practical nurse job titles;
- respiratory therapist job titles;
- clinical perfusionist.

The following institutions are excluded from the incumbency process:
NUNAVIK (17)

- Tulattavik Health Centre (Ungava Bay);
- Inuulitsivik Health Centre;

JAMES BAY CREE LANDS (18)

- Cree Board of Health and Social Services of James Bay.

An agreement that conforms to these provisions covering the exemption from the incumbency process continues to apply as long as the above-mentioned job title groups still have twenty (20) employees or less in FTE. In the case where the number of employees becomes higher than twenty (20) in one of the job title groups, the agreement becomes null and void.

- 1.02 This appendix also applies to employees who meet one of the following criteria and who want to be exempt from the incumbency process:
- hold a position in another institution in the Health and Social Services Sector;
 - teach in a recognized teaching institution;
 - be fifty-five (55) years of age and older.

ARTICLE 2

- 2.01 (This clause replaces clause 1.03 of the collective agreement)

Part-time employee

“Part-time employee” means any employee who works a number of hours less than the number stipulated for her job title. A part-time employee who exceptionally works the total hours stipulated for her job title retains her part-time employee status.

- 2.02 When it is stipulated in the collective agreement that an employee who fails to use the bumping and/or layoff procedure stipulated in Article 14, “is deemed to have resigned”, this mention is replaced by “is deemed to be part of the availability list”.

The same applies when an employee refuses a position or a transfer or refuses to choose a position in accordance with the provisions of Articles 14 and 15.

The provisions of the foregoing paragraph do not apply in the case stipulated in clause 14.02 of the collective agreement.

- 2.03 When it is stipulated in Article 14 that employees who are unable to obtain a position are laid off and registered with the Service regional de main-d’oeuvre (SRMO) and that employees who do not benefit from job security benefit from the priority of employment provisions, these words are replaced with: “Employees who are unable to obtain a position are laid off and registered, if applicable, with the SRMO.”

- 2.04 (This clause replaces the last sentence of subparagraph D) of paragraph 1 of clause 14.01)

In the meantime, an employee benefiting from job security is registered on the replacement team of her institution and an employee not benefiting from job security is registered on the availability list of her institution.

- 2.05 (This paragraph is added to paragraph 2 of clause 14.02)

Employees not benefitting from job security and employees who do not hold positions are registered on the availability list of the institutions in the region according to the following provisions:

The method of dividing the employees able to be reassigned on the availability list of each institution in the region is determined by the regional parity committee.

An employee may register on the availability list of only one institution in the region. The choice of institution is made by order of seniority on a date agreed to between the parties, before the special measure expires.

The seniority and experience of the reassigned employee is recognized by the new Employer.

- 2.06 (This paragraph replaces clause 14.21 of the collective agreement)

If, following the application of the bumping and/or layoff procedure, employees benefiting from clause 15.02 or 15.03 are actually laid off, these employees will be reassigned to another job according to the procedures stipulated in Article 15. Other employees will be registered on the availability list.

- 2.07 (This paragraph replaces the first paragraph of clause 15.02 of the collective agreement)

An employee who has between one (1) and two (2) years of seniority and who is laid off is registered on the availability list of the institution,

unless she has been registered on the availability list of another institution under the provisions of Article 14, and on the SRMO list. She is reassigned, according to the procedures of this article, to an available position for which the institution would have to hire a candidate from outside.

2.08 (The following subparagraph is added to clause 15.04 of the collective agreement)

4. Employee who is not an incumbent of any position in the institution. However, when this employee becomes an incumbent of a position, her accumulated seniority in the institution is recognized for job security or priority of employment purposes, subject to the limits set out in the foregoing paragraphs.

2.09 When it is stipulated in the collective agreement that an employee who refuses a position under the reassignment procedure “is deemed to have resigned”, this mention is replaced by “is deemed to be part of the availability list”.

The same applies when the employee refuses retraining without a valid reason.

2.10 (This paragraph replaces clause 15.12 of the collective agreement)

1. For the purposes of application of this article, a full-time or part-time position is considered available when there has been no application or no employee among those who have applied meets the normal requirements of the job or the position would have to be awarded, under the provisions regarding voluntary transfers, to an applicant holding a part-time position and who possesses less seniority than the employee registered with the SRMO who has the most seniority or an applicant who does not hold a position.

2. No institution may resort to an employee holding a part-time position who possesses less seniority than the employee registered with the SRMO who has the most seniority or an employee on the availability list or hire a candidate from outside the institution for an available position, as long as employees subject to clause 15.03, registered with the SRMO, can satisfy the normal requirements of the job for such a position.

3. Any available position may be left unfilled during the waiting period of an applicant referred by the SRMO. At the Union’s request, the Employer will inform the Union of the reason why the position is not filled temporarily.

4. The Employer may not proceed with an appointment to an available position as long as it is waiting for an employee referred by the SRMO. The SRMO has a time limit of ninety (90) days to refer an employee.

2.11 (This paragraph is added to clause 22.18 of the collective agreement)

Likewise, upon returning from maternity leave, an employee who does not hold a position returns to the assignment she held at the time of her departure if the projected term of this assignment continues after

the end of the maternity leave. If the assignment is terminated, the employee is entitled to any other assignment according to the provisions of the collective agreement.

2.12 (This paragraph is added to clause 22.29A of the collective agreement)

Likewise, upon returning from leave without pay or part-time leave without pay, an employee who does not hold a position returns to the assignment she held at the time of her departure if this assignment continues after the end of this leave.

If the assignment is terminated, the employee is entitled to any other assignment according to the provisions of the collective agreement.

2.13 (This paragraph replaces paragraph 2 of clause 23.27 of the collective agreement)

An employee who does not report for work on the day indicated in the notice stipulated in paragraph 1 is deemed to have contested the Employer's decision by grievance on that date. In the case of an unassigned part-time employee on the availability list, the grievance is deemed to be filed on the day when the Union receives a notice from the Employer informing it that the employee has not reported for work on an assignment that was offered to her, or no later than seven (7) days after receipt of the notice stipulated in paragraph 1.

2.14 (This paragraph is added to clause 27.08)

Likewise, upon return from leave without pay, an employee who does not hold a position returns to the assignment that she held at the time of her departure if this assignment still exists at the end of her leave.

If the assignment has ended, the employee is entitled to all other assignments according to the provisions of the collective agreement.

LETTER OF UNDERSTANDING NO 1

REGARDING THE APPLICATION OF THE DEFINITION OF PART-TIME EMPLOYEE

Subject to specific provisions, this letter of understanding applies only to the institutions that have not concluded the incumbency process on the date this collective agreement goes into effect. However, these provisions do not apply to employees covered by Appendix 12.

This letter of understanding applies to the date agreed to by the local parties for the granting of incumbency to employees in accordance with the definition stipulated in clause 1.03 but no later than six (6) months after the date the local provisions go into effect.

An employee who refuses to apply for a position is deemed to have resigned.

An employee who applied for a position or positions in the institution and who was unable to obtain a position at the end of the staffing exercise is registered with the *SRMO* and benefits from the priority of employment provisions.

However, in the event that the employee was unable to obtain a position at the end of the staffing exercise and vacant positions remain for which she satisfies the normal requirements of the job, she is considered to have applied for these positions. In the event that she refuses such a position, she is deemed to have resigned.

The local parties, within the context of the staffing exercise, take into account the concern that employees starting in the profession not work only on the evening and night shifts.

Special provisions

During integration of activities contemplated in section 330 of the Act respecting health services and social services (RSQ, chapter S-4.2) or a merger of institutions contemplated in section 323 of that Act, the integrating institution or the new institution resulting from the merger is subject to the provisions of this letter of understanding, as well as the possibility for the local parties to be exempted, if applicable, from the conditions stipulated in Appendix 12 of the collective agreement.

The same principle applies when a private, subsidized institution acquires another private institution and integrates the activities of that institution into its own or merges with that other institution.

LETTER OF UNDERSTANDING NO 2

REGARDING CERTAIN EMPLOYEES WHO BENEFITTED FROM THE INTENSIVE CARE PREMIUM

An employee who is not subject to the critical care premium and the higher critical care premium and who benefitted, on the date the collective agreement goes into effect, from the intensive care premium stipulated in clause 9.03 and Article 2 of Appendix 6 of the FIQ 2006-2010 collective agreement, continues to benefit from it for as long as she keeps her position.

The rate of the applicable intensive care premium in the context of this letter of understanding is \$3.51 for each shift, for the duration of the collective agreement.

4-day schedule

The intensive care premium is set as follows:

Rate 2010-04-01 to 2015-03-31 (\$)
0.48/h

LETTER OF UNDERSTANDING NO 3

REGARDING THE CLASSIFICATION OF CERTAIN NURSES

An employee who, on March 20, 2011, holds a Bachelor's in Nursing and holds a nurse position is reclassified as a nurse clinician in this position, on the condition that she agrees to perform the duties of a nurse clinician.

An employee who, on March 20, 2011, holds a Bachelor's in Nursing and who is excluded from the incumbency process as stipulated in Appendix 12 of this collective agreement is reclassified as a nurse clinician on the same condition as that stipulated in the preceding paragraph.

LETTER OF UNDERSTANDING NO 4

REGARDING CERTAIN EMPLOYEES OUTSIDE THE RATE OR SCALE UNDER SCHEDULE 4 OF THE ACT RESPECTING CONDITIONS OF EMPLOYMENT IN THE PUBLIC SECTOR

When the job title, the job description, the rate or the salary scale derogates from the nomenclature of the job titles, the salary of the employee reclassified in accordance with Schedule 4 of the Act respecting the conditions of employment in the public sector (S.Q. 2005, Chapter 43), notwithstanding the provisions of clause 7.24 of the collective agreement, is reduced to reach the top of the salary scale of her new job title, or maintained, if her salary is within the limits of the salary scale of her new job title.

In the latter case, the employee is integrated into the salary scale of her new job title at the hourly rate of pay equal to or immediately higher than the hourly rate of pay she had.

When the employee's salary is reduced:

1. the entire difference between the salary she had before her reclassification and the new salary to which she is entitled is paid to her in the form of lump sums, during the first three (3) years following this reclassification;
2. 2/3 of the difference between the salary she had before her reclassification and the new salary to which she is entitled for the fourth (4th) year is paid to her in the same manner in this fourth (4th) year;
3. 1/3 of the difference between the salary she would receive before her reclassification and the new salary to which she is entitled for the fifth (5th) year is paid to her in the same manner in this fifth (5th) year;
4. the lump sum is allocated and paid in each pay period in proportion to the regular hours paid for the pay period;
5. the lump sum is deemed to be part of the salary for the purposes of application only of the following provisions of the collective agreement:
 - a) those regarding the calculation of the benefits stipulated in the parental rights plan;
 - b) those regarding the calculation of salary insurance benefits;
 - c) those regarding the calculation of layoff indemnities;
 - d) those providing that an absent employee receives the salary she would receive if she were at work;
 - e) those providing that a part-time employee receives a percentage of her salary as remuneration for the different leaves stipulated in the collective agreement.

LETTER OF UNDERSTANDING NO 5

REGARDING CONDITIONS FOR NURSES WHO WORK IN OUTPOSTS OR NORTHERN CLINICS COVERED IN SECTION XII OF THE PROVISIONS CONCERNING REGIONAL DISPARITIES

An employee working in an outpost or a northern clinic subject to section XII of the provisions concerning regional disparities receives the following weekly supplement in addition to her basic salary:

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
161.00	162.00	164.00	167.00	170.00

A part-time employee receives this supplement prorated to the hours worked.

LETTER OF UNDERSTANDING NO 6

REGARDING THE EVALUATION OF THE RETENTION MEASURES FOR CERTAIN EMPLOYEES ELIGIBLE FOR RETIREMENT

The parties agree to entrust to the provincial parity committee on the task and organization of work stipulated in Article 35, the following mandate:

- evaluate the pertinence of the retention measures stipulated in Letter of Understanding No. 6 in the 2006-2010 collective agreement which ceased to apply on March 30, 2010.
- transmit its recommendations to the bargaining parties and the *ministère de la Santé et des Services sociaux* no later than six (6) months after the date the committee is formed.

LETTER OF UNDERSTANDING NO 7

REGARDING CERTAIN EMPLOYEES EMPLOYED AT THE *CENTRE HOSPITALIER ET CENTRE DE RÉADAPTATION ANTOINE-LABELLE*

1. The employees members of the Union who are the subject of this letter of understanding and work and hold positions at the *Centre Hospitalier et Centre de Réadaptation Antoine-Labelle* on May 1, 2000 who benefitted from the floating holidays stipulated in clause 34.03 continue to benefit from them as long as they do not obtain another position through the application of the provisions on voluntary transfers.
2. The employees members of the Union who are the subject of this letter of understanding registered on the availability list on May 1, 2000 who benefitted from the monetary compensation stipulated in clause 7.11 continue to benefit from it until they have obtained a position through the application of the provisions on voluntary transfers.
3. The employee members of the Union who are the subject of this letter of understanding who obtain a position that leads to the application of clause 34.01 are not covered by the preceding paragraphs.

The employees working at the *Centre Hospitalier et Centre de Réadaptation Antoine-Labelle* on May 1, 2000 who benefitted from the psychiatry premium stipulated in clause 34.02 continue to benefit from it for as long as they work in units other than the short-term general care units.

LETTER OF UNDERSTANDING NO 8

CONCERNING THE NUMBER OF LICENSED PRACTICAL NURSES AND CHILD NURSES/BABY NURSES TO BE REGISTERED WITH THE *SERVICES RÉGIONAUX DE MAIN-D'OEUVRE*

The parties agree as follows:

1. that the number of licensed practical nurses and child nurses/baby nurses benefiting from job security and registered with all of the *Services régionaux de main-d'œuvre* (SRMO) not exceed sixty-three (63);
2. that this ceiling remain in force for the duration of the collective agreement;
3. that no Employer may apply layoffs that may result in the registration of licensed practical nurses or child nurses/baby nurses benefiting from job security on the list of an SRMO if the ceiling of sixty-three (63) is already reached;
4. in the event that the number of licensed practical nurses or child nurses/baby nurses benefiting from job security and registered for all SRMOs is less than sixty-three (63), the Parity Committee on Job Security will verify whether the new registrations have the effect of increasing their number beyond sixty-three (63).

LETTER OF UNDERSTANDING NO 9

REGARDING THE CREATION OF A COMMITTEE FOR THE PROVISIONS COVERING THE EMPLOYEES OUTSIDE THE SALARY RATE OR SCALE

In the two (2) months following the collective agreement taking effect, the parties form an inter-union parity committee on the provisions regarding the employees outside the salary rate or scale.

COMMITTEE MANDATE

The mandate of the committee is:

- to study the provisions regarding the employees outside the salary rate or scale in order to determine if they include a discriminatory nature concerning pay disparities;
- to discuss and identify the means allowing a correction of the discriminatory situation and, in the event that the committee concludes that there is discrimination;
- to produce a statement of the work and make joint recommendations to the *ministère de la Santé et des Services sociaux* (MSSS).

The duration of the mandate is six (6) months after the committee is set up.

COMPOSITION AND FUNCTIONING OF THE COMMITTEE

The committee is composed of fourteen (14) members appointed as follows:

- seven (7) representatives from the management party;
- seven (7) representatives from the union party (two (2) representatives from the FIQ and CSN unions and one (1) representative from the CSQ, APTS, FTQ).

The committee establishes the rules necessary for its functioning.

LETTER OF UNDERSTANDING NO 10

REGARDING THE APPLICATION OF CLAUSE 6.10

The maximum number of persons concerned, with the exception of the president, as members of a board of directors, an executive committee or the equivalent, for the purposes of the application of clause 6.10, for each of the Unions listed below, is:

Alliance interprofessionnelle de Montréal (AIM.): 10

Syndicat des professionnelles en soins de l'Estrie (SPSE): 6

Syndicat des professionnelles en soins de Québec (SPSQ): 6

Syndicat régional des professionnelles en soins du Québec (SRPSQ): 4

The United Health-Care Professionals (PSSU/UHCP): 13

LETTER OF UNDERSTANDING NO 11

REGARDING FAMILY RESPONSIBILITIES

The bargaining parties encourage the local parties to facilitate the conciliation of parental and family responsibilities with work-related responsibilities, when determining and implementing working conditions.

LETTER OF UNDERSTANDING NO 12

REGARDING CERTAIN NURSES EMPLOYED BY THE *CENTRE DE SANTÉ ET DE SERVICES SOCIAUX DES AURORES-BORÉALES*

The parties hereto agree as follows:

1. The nurses employed by the CHSLD Macamic site of *CSSS des Aurores boréales* who, when this collective agreement came into effect benefited from the psychiatry premium stipulated in clause 34.02 of the FIQ-CHP collective agreement (1995-1998) continue to benefit from it as long as they remain in a position for which the provisions relating to the said premium applied.
2. The nurses employed by the CHSLD Macamic site of *CSSS des Aurores boréales* who, when this collective agreement came into effect benefited from the floating holidays stipulated in clause 34.03 of the FIQ-CHP collective agreement (1995-1998) continue to benefit from it as long as they remain in a position for which the provisions relating to the said leaves

LETTER OF UNDERSTANDING NO 13

REGARDING CERTAIN LICENSED PRACTICAL NURSES EMPLOYED AT THE *CENTRE DE SANTÉ ET DE SERVICES SOCIAUX DE CHARLEVOIX*

1. The licensed practical nurses employed by *Centre Hospitalier de Charlevoix* on the date this collective agreement comes into effect who benefit from the psychiatry premium stipulated in clause 34.02 continue to benefit from it as long as they work in units other than the short-term care units.
2. The licensed practical nurses hired before July 1, 1991 continue to benefit from the provisions of clause 34.03 as long as they remain in the institution's employ.

LETTER OF UNDERSTANDING NO 14

REGARDING PROFESSIONAL GUIDANCE OF NEWLY-HIRED PERSONNEL

Scope

The provisions of this letter of understanding concern the professional guidance of the employees hired in any job title who have less than two (2) years of practice in their job.

Annual budget for professional guidance

As of the date this collective agreement goes into effect and until March 30, 2015, the Employer will allocate, for each fiscal year, a budget specifically dedicated to this professional guidance. This budget is equivalent to 0.19% of the payroll¹ for the previous fiscal year of the employees in the bargaining unit. However, for the fiscal year 2010-2011, the budget is set proportional to the period between the date the collective agreement goes into effect and March 31, 2011.

If, in a given year, the Employer does not commit the entire amount thus determined, the difference will be carried over to the following year.

¹ The payroll is the amount paid as regular salary, paid leaves, sick days and salary insurance, to which are added the benefits paid on a percentage basis (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees, as defined and appearing in the annual financial report produced by the institution.

LETTER OF UNDERSTANDING NO 15

REGARDING DESINSTITUTIONNALIZATION

1. A parity committee is set up in the psychiatric hospital centres listed in clause 34.01 of the collective agreement which are affected by the deinstitutionalization of beneficiaries. Its mandate is to discuss the impact of deinstitutionalization on employment.
2. In the psychiatric hospital centres targeted in the preceding paragraph, an employee who has received four (4) months notice and who, by the effect of clause 14.09, is deemed to have applied for any position which becomes vacant or which is created, is considered, for the purpose of obtaining a position in the institution, to be an employee benefiting from job security.
3. In the event that a psychiatric hospital centre, a structured psychiatric wing or unit of a hospital centre stipulated in clause 34.01 is affected by deinstitutionalization, the Employer may offer the employees who work there an updating or retraining programme in order to promote their reassignment to an available position in the institution or, if applicable, following an agreement between the local parties, in another institution.

LETTER OF UNDERSTANDING NO 16

REGARDING THE OVERLAP BETWEEN SHIFTS FOR CERTAIN EMPLOYEES

ARTICLE 1

The number of hours of the regular workweek for a position in a centre of activities where the services are provided twenty-four (24) hours a day, seven (7) days a week or on two (2) different continuous shifts is:

- 1- 37.50 hours for the employee covered by the group of nurse job titles except for the one covered in paragraph 2;
- 2- 36.25 hours for the employee covered by the group of nurse job titles who work in a CLSC mission;
- 3- 36.25 hours for the employee covered by the group of respiratory therapists job titles.

These numbers of hours for the regular workweek apply according to the responsibility for insuring the transmission of clinical information (giving report) to the employees on the next shift.

A shift that only has employees on call is not considered for the purpose of the application of this letter of understanding.

ARTICLE 2

The groups of job titles covered by Article 1 are:

Nurse job titles group:

- nurse(2471);
- nurse team leader (2459);
- assistant-head-nurse and assistant to the immediate superior (2489);
- nurse clinician (1911);
- nurse clinician assistant-head-nurse and nurse clinician assistant to the immediate superior (1912);
- nurse instructor(2462);
- candidate for admission to the practice of the nursing profession (2490);
- nurse on a refresher period (2485);
- nursing extern (4001).

Respiratory therapist job titles group:

- respiratory therapist (2244);
- assistant-head respiratory therapist (2248);
- technical coordinator (respiratory therapist) (2246);
- respiratory therapy extern (4002).

ARTICLE 3

The number of hours in the regular workweek for an employee who holds a position covered by Article 1 and an employee who is assigned to such a position on the date this collective agreement goes into effect, are increased on that date.

ARTICLE 4

An employee in the licensed practical nurse job titles group and an employee in the nurse and respiratory therapist job titles group not subject to the provisions of Article 1 receive the following premium:

Rate 2011-03-20 to 2011-03-31	Rate 2011-04-01 to 2015-03-31
1%	2%

The premium applies on the basic hourly salary, increased, if applicable, by the supplement and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11.

ARTICLE 5

An employee registered on the availability list also benefits, depending on the case, from the provisions of Articles 1 or 4 of this letter of understanding.

LETTER OF UNDERSTANDING NO 17

REGARDING THE ATTRACTION, RETENTION, AVAILABILITY OF THE WORKFORCE AND THE REDUCTION IN THE RATE OF USE OF INDEPENDENT LABOUR

- Considering the desire of the management party to reduce the rate of use of independent labour (IL);
- Considering that the union party wants to put an end to the use of IL and in the meantime put an end to the growing use of IL in the institutions;
- Considering the desire of the parties to promote the optimization of the workforce working in the institutions in the health and social services network;
- Considering the obligation of the institutions to maintain access to services for the public;
- Considering the workforce needs in the institutions.

The parties agree on the following:

1. Objectives

- 1.1 To reach a rate of reduction in the use of independent labour for the whole health and social services network by the expiry date of the collective agreement;
- 1.2 To introduce certain national objectives for the local negotiation of the provisions of the collective agreement covering organization of work;
- 1.3 To introduce measures promoting the attraction, retention of personnel and the increase in the availability of the workforce in the health and social services network, in particular by increasing the number shifts in part-time positions;
- 1.4 To continue the application of the Act to amend the Professional Code and other legislative provisions as regards the health sector, L.Q. 2002 c.33 ("Proposed Bill 90").

2. Principles

- 2.1 The objectives depend one upon the others, not achieving one of the objectives may compromise the others;
- 2.2 Attaining the objectives must not have the effect of significantly increasing overtime and must be done respecting the institutions' budgets;

3. Implementation of the objectives

3.1 Reduction of independent labour

The parties fix a national target reduction rate of 40% in the use of independent labour for the personnel of Class 1 in all the institutions in the health and social services network by the expiry date of the

collective agreement. The basis for reference is that of the 2008-2009 fiscal year.

The total number of hours worked during the 2008-2009 fiscal year in the institutions where there are more than three hundred thousand 300,000 hours worked in the nurse job title group is considered for the purpose of determining the national target reduction rate stipulated in the preceding paragraph.

The target established in this clause is applied to the hours worked by IL during the fiscal year that the collective agreement goes into effect.

Nothing in this letter of understanding can be interpreted as an admission or a renunciation of any present or future claim of the FIQ and its affiliated Unions as to the legality of the use of IL or be used against them in any such procedure or any procedure regarding the determination of the scope of the certificate of accreditation held by one of the affiliated Unions or the impacts resulting from IL on the rights arising from the collective agreement.

3.2 National objectives of the local negotiations covering organization of work

In order to implement the different objectives of this letter of understanding, the national parties agree that the local parties must, in the twelve (12) months following the date the collective agreement takes effect, negotiate and agree on the local matters allowing them more flexibility.

This local negotiation must:

- promote the use of employees of the institution in order to limit resorting to IL;
- allow the use of surplus personnel in a centre of activities when there is a lack of staff in another;
- improve staffing of positions in order to stabilize the work teams while assuring flexibility;
- promote the transfer of employees' expertise working on different shifts;
- allow flexibility in the arrangement of schedules and promote the participation of employees in the making of schedules.

3.3 Upgrading of part-time positions

The local parties agree to upgrade the part-time positions by local arrangement in the case where the results of the adaption of the local matters stipulated in clause 3.2 of this letter of understanding is conclusive.

Scope

This exercise of upgrading the part-time positions applies to the institutions with more than one hundred (100) employees in full-time

equivalents (FTE) in the group of nurse job titles on the date the collective agreement goes into effect.

An employee in the nurse job title group who holds a position with a minimum of eight (8) shifts per twenty-eight (28) days will have her position upgraded to ten (10) shifts per twenty-eight (28) days.

This measure applies until a maximum of 60% of part-time positions on the evening and night shifts, on rotation and on the three shifts in critical care covered in clause 9.05 is attained. This measure also applies up to a maximum of 50% of part-time positions on the day shift.

Other provisions

- A. In the context of this exercise of upgrading part-time positions, the local parties evaluate:
1. the possibility of upgrading certain positions to fourteen (14) shifts per twenty-eight (28)-day period.
 2. the possibility of upgrading some of the positions of the employees in the licensed practical nurse job title group for the shifts and centres of activities to be agreed upon.
- B. In the context of the exercise of upgrading the part-time positions, an employee is not obliged to apply or accept a position for which the number of shifts is superior to the number in the definition of part-time employee stipulated in clause 1.03.

4. Follow-up of the application of this letter of understanding

The national parties agree to do the follow-up of the application of this letter of understanding by setting up a national coordination committee composed of five (5) representatives of the union party and of five (5) representatives of the management party.

Mandates:

- to carry out a follow-up with the local bodies in order to ensure that the agreements meet the national parameters defined in this letter of understanding;
- to analyze and follow-up the measures implemented by the institutions in order to promote reaching the objectives stipulated in this letter of understanding;
- to evaluate the effects of these measures on the attraction and retention of personnel in the institutions;
- to measure the evolution of the rate of use of independent labour in the institutions, such a follow-up will include the regional indicators;
- to make a preliminary report by December 31, 2012;
- to analyze any other issue that the local parties submit to them;
- to produce a final report for the *ministère de la Santé et des Services sociaux* (MSSS) on the follow-up of the application of the letter of understanding, no later than twelve (12) months after the collective agreement has expired.

**REGARDING THE ATTRACTION AND RETENTION OF EMPLOYEES IN
CENTRE D'HÉBERGEMENT ET DE SOINS DE LONGUE DURÉE (CHSLD)**

The parties set up a national parity committee in the three (3) months following the date the collective agreement goes into effect regarding the difficulties of attraction and retention of employees working with patients in CHSLDs.

COMMITTEE MANDATE

The committee's mandate is:

- to document and evaluate the difficulties of attraction and of retention of employees working with the patients in CHSLDs;
- to submit to the results of the work and its recommendations to the *ministère de la Santé et des Services sociaux* (MSSS).

The mandate is for twelve (12) months following the date the collective agreement goes into effect.

COMPOSITION OF THE COMMITTEE

The committee is composed of four (4) representatives of the management party on one hand, and of four (4) representatives of the union party on the other hand.

REGARDING THE ARRANGEMENT OF WORK TIME

1. Scope

The provisions of this letter of understanding apply to the employee who holds a full-time position for which the regular workweek is divided into five (5) days on the evening or night shift or on rotation. They also apply to the employee working the day shift with fifteen (15) years and more of service.

The arrangement of work time is done on an individual and voluntary basis.

2. Terms of application of the arrangement of work time

The local parties negotiate the terms of application of the arrangement of work time, that include in particular:

- the date it will be applied;
- the duration of the requests for an arrangement of work time;
- the way to take care of the day(s) released by an employee who holds a full-time position by prioritizing the employees on the centre of activities or otherwise as agreed to by the local parties.

A. Day or evening shift

An employee subject to Article 1 of this letter of understanding who works the day or evening shift who wants to take advantage of a nine (9) workday schedule per fourteen (14)-day period benefits from one (1) paid day off per fourteen (14)-day period by a reduction of nine (9) days of statutory holidays and three (3) days of sick leave for twelve (12) periods of fourteen (14) days. Afterwards, the employee returns to her full-time schedule.

In order to reduce the number of full-time workweeks, an employee may, if she wants, convert up to five (5) days of annual vacation.

B. Night shift

a) An employee subject to Article 1 of this letter of understanding who works the night shift who wants to take advantage of a nine (9) workday schedule per fourteen (14)-day period benefits from one (1) paid day off per fourteen (14)-day period by the conversion of the night premium into paid time off. In such a case, the provisions stipulated in paragraphs b) and following of paragraph C of clause 9.02 apply.

b) An employee subject to Article 1 of this letter of understanding who works the night shift who wants to take advantage of an eight (8)-workday schedule per fourteen (14)-day period for thirteen (13) periods of fourteen (14) days, benefits from two (2) paid days off per fourteen (14)-day period:

- i) by the conversion of the night premium into paid time off up to twenty-four (24) days by virtue of clause 9.02.

- ii) and, by a reduction of nine (9) days of statutory holidays and four (4) days of sick leave for thirteen (13) periods of fourteen (14) days.
- iii) in order to reduce the number of full-time workweeks, an employee may, if she wants, convert up to five (5) days of annual vacation.
- iv) an employee who wants to convert more than twenty-four (24) days by using all of her night premium, may:
 - convert all the excess days in order to reduce the number of weeks worked at full-time. The residual amount representing the fraction of a day which does not make a complete day is paid, if applicable;or
 - be paid the part of the night premium not converted, at the latest, in the thirty (30) days following each anniversary date of the application of the arrangement of work time for the employee.

For purposes of application of this subparagraph, the excess is established as follows:

- for the premium of 13%: 1.3 days;
 - for the premium of 14%: 3.0 days;
 - for the premium of 15%: 4.7 days;
 - for the premium of 16%: 6.3 days.
- v) During any absence for which an employee receives remuneration, a benefit or indemnity, the salary, or, as the case may be, the salary serving to establish such a benefit or indemnity, is reduced during this absence, by the percentage of the night premium which would be applicable by virtue of paragraph B of clause 9.02 of the collective agreement.

This subparagraph does not apply for the following absences:

- statutory holidays;
- annual vacation;
- maternity, paternity or adoption leave;
- absence for disability as of the sixth (6th) workday;
- absence for an employment injury recognized as such according to the provisions of the Act respecting industrial accidents and occupational diseases, R.S.Q., c. A-3.001;
- additional paid days off in application of subparagraphs i) and ii).

C. Rotation

An employee subject to Article 1 of this letter of understanding who works rotation may take advantage of the arrangement of work time only for the portion worked on the evening or night shift. The applicable terms are those stipulated for the full-time evening or night positions, in proportion to the time worked on these shifts.

Notwithstanding the foregoing, an employee with fifteen (15) years and more of service may also take advantage of the arrangement of work time on the portion worked on the day shift.

D. Conciliation

When an employee ceases to be subject to this letter of understanding during the course of a year, the reduction of the number of sick-leave days stipulated in paragraph A and subparagraph ii) of paragraph B is established in proportion to the time elapsed since the last anniversary date the letter of understanding was applied for the employee and the date of termination in relation to a full year.

In such a case, the Employer also pays the employee who works the night shift an amount corresponding to the part of the premium not converted in proportion to the number of days worked between the anniversary date the letter of understanding was applied for the employee and the date of termination in relation to the number of workdays included in this period. For the purposes of this provision, the days off resulting from the application of sub-paragraphs i), ii) and iii) of paragraph B are deemed to be days worked, depending on the case.

E. Status of the part-time employee who works the released shifts

An employee who holds a part-time position who works the replacement of the shifts released by the full-time employee keeps her status as a part-time employee unless the local parties agree otherwise.

F. End of the application of the arrangement of work time

When the day(s) released by the employee who benefits from the arrangement of work time are not covered, and, this for a period of at least fifteen (15) days, the Employer may end this arrangement of work time after having given an advance notice of fifteen (15) days to the employee concerned.

3. Implementation of the arrangement of work time

The arrangement of work time may be implemented after the first (1st) year the collective agreement goes into effect for an employee subject to Article 1 of this letter of understanding who works in critical care as determined in clause 9.05 and, for those who work on the night shift or day/night or day/evening/night rotation in a centre d'hébergement et de soins de longue durée (CHSLD).

The arrangement of work time may be implemented for all the employees subject to Article 1 of this letter of understanding who work the night shift and, for the employee who works the day shift in a CHSLD insofar as she is entitled to it, or on the evening shift as of the second (2nd) year after the collective agreement goes into effect.

The arrangement of work time may be implemented for all employees subject to Article 1 of this letter of understanding as of the third (3rd) year after the date the collective agreement goes into effect.

LETTER OF UNDERSTANDING NO 20

REGARDING THE CREATION OF A COMMITTEE FOR THE ANALYSIS OF THE TASK OF ORIENTATION AND TRAINING FOR LICENSED PRACTICAL NURSES

The parties set up a national parity committee regarding the orientation and training task of licensed practical nurses in the six (6) months following the date the collective agreement goes into effect.

COMMITTEE MANDATE

The committee's mandate is:

- to analyze the orientation and training task performed by the licensed practical nurses in the context of their duties;
- to submit its recommendations to the ministère de la Santé et des Services sociaux (MSSS).

The mandate is for the six (6) months following the setting up of the committee.

COMPOSITION OF THE COMMITTEE

The committee is composed of (6) members appointed as follows:

- three (3) representatives of the management party;
- three (3) representatives of the union party.

LETTER OF UNDERSTANDING NO 21

REGARDING THE CREATION OF THE NURSE CLINICIAN SPECIALIST JOB TITLE

The *ministère de la Santé et des Services sociaux* (MSSS) agrees to table a project for the modification of the job titles list covering the creation of the nurse clinician specialist job title in the sixty (60) days following the collective agreement going into effect.

The job title, job description and the ranking will be determined when the work is done on the modifications procedure for the job titles list.

LETTER OF UNDERSTANDING NO 22

REGARDING THE MODIFICATION OF THE LICENSED PRACTICAL NURSE TEAM LEADER JOB TITLE

The *ministère de la Santé et des Services sociaux* (MSSS) agrees to table a project for the modification of the job title of licensed practical nurse team leader in the sixty (60) days following the collective agreement going into effect in the following manner:

“Person who, while working as a licensed practical nurse herself, is responsible for the coordination of the activities of a group of employees. She may also be responsible for the training of these employees.”

LETTER OF UNDERSTANDING NO 23

REGARDING THE MODIFICATION OF THE CLINICAL PERFUSIONIST JOB TITLE

The *ministère de la Santé et des Services sociaux* (MSSS) agrees to table a project for the modification of the job titles list covering the updating of the job description and the academic requirements of the clinical perfusionist job title in the sixty (60) days following the collective agreement going into effect.

The job description and the ranking will be determined when the work is done on the modifications procedure for the job titles list.

LETTER OF UNDERSTANDING NO 24

CONCERNING VESTED PRIVILEGES

The advantages or privileges related to one or another of the matters stipulated in Appendix A.1 of an Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (S.R.Q. Chapter R-8.2) acquired by an employee and which are superior to the provisions of the 2000-2002 collective agreement or, depending on the case, the 2000-2003 collective agreement which apply to her, are not renewed and it is up to the parties to dispose of these at the local level.

This letter of understanding does not apply to the institutions that have not concluded a local collective agreement on the date this collective agreement comes into effect.

LETTER OF INTENT NO 1

REGARDING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN

ARTICLE 1 LEGISLATIVE MODIFICATIONS

The government commits to adopting the required decrees as well as to propose to the National Assembly for adoption, the legislative provisions that allow the modifications stipulated in Articles 2 to 7 to be made to an Act respecting the Government and Public Employees Retirement Plan (RREGOP).

ARTICLE 2 NUMBER OF YEARS OF SERVICE

The maximum number of credited years of service that can serve for pension calculation is increased. This maximum is gradually increased to 38 by January 1, 2014. These years guarantee the same benefits as those that came before, subject to the following:

- As of January 1, 2011, the number of years of service credited for the purpose of pension calculation exceeding 35 must be service worked or redeemable. A buyback of service prior to January 1, 2011 cannot make it possible for the credited service for purposes of pension calculation to exceed 35 on January 1, 2011.
- No retroactive measure is allowed. The service exceeding 35 years of service credited for purposes of pension calculation before January 1, 2011 cannot be recognized by a compulsory contribution or by a buyback.
- The reduction of the pension as of age 65 (QPP coordination), does not apply to the years of service credited for purposes of pension calculation which exceed 35 years.
- Contributions are paid on all service worked beyond 35 years of credited service as of January 1, 2011 up to a maximum of 38 years of credited service.

For the revaluation of the pension credits, the increase of the maximum number of years of service from 35 to 38 cannot have the effect of increasing or decreasing the number of years that would be revaluated without this measure.

ARTICLE 3 PENSION CREDITS

As of January 1, 2011, the possibility of having previous service recognized as a form of pension credit for RREGOP, RRE and RRF is abolished.

ARTICLE 4 CONTRIBUTION FORMULA

As of January 1, 2012, the contribution formula is modified according to the specifications described in Appendix 1.

The compensation, as described in Appendix 1, represents an amount that allows a contributor whose annualized salary is less than the MPE to pay contributions comparable to those that she would pay if the exemption of 35% of the MPE was maintained.

The amount of compensation is calculated each year by the CARRA, at the latest 9 months after the end of the calendar year; it represents a lack of contributions for the participants' fund. This lack of contributions is absorbed each year by the government who transfer, at the latest 3 months after the calculation by the CARRA, the necessary amount from the Employer's contribution fund to the contribution fund of the RREGOP employees (fund 301).

ARTICLE 5 BANK OF 90 DAYS

The absences without pay not bought back and occurring after January 1, 2011 can no longer be granted without cost at retirement. However, the absences without pay related to parental leaves and not bought back, may continue to be filled by the bank of 90 days. The 90-day limit still continues to apply.

ARTICLE 6 FREQUENCY OF ACTUARIAL VALUATIONS

The frequency of the actuarial valuations remains at every three years. However, an update of the actuarial valuation will be produced every year.

ARTICLE 7 INDEXATION CLAUSE

In the event there is a surplus of more than 20% of the actuarial liability identified for the participants' fund by a triennial actuarial valuation for which the hypotheses have been confirmed by the consulting actuary or by an update of it, the indexation clause regarding the chargeable benefits, payable to retirees for the service credited between June 30, 1982 and January 1, 2000, is adjusted on the 1st of January following receipt by the minister of the report from the consulting actuary in the case of a triennial actuarial valuation or the 1st of January following an update of it, as long as the part of this surplus over 20% of the actuarial liability completely covers the cost of the adjustment.

This cost corresponds to the difference, with regard to the years of service credited between June 30, 1982 and January 1, 2000, between the current value of benefits which would be payable to retirees according to the indexation clause applicable to the credited service since January 1, 2000 (CPI - 3% with a minimum of 50% of the CPI) and the current value of the benefits, chargeable to the participants, payable to the retirees according to the indexation clause (CPI-3%).

On January 1 of each succeeding year, the adjustment of the indexation clause only remains in effect if, following an update of the triennial actuarial valuation or the receipt by the minister of the report from the consulting actuary validating a new triennial actuarial valuation, a surplus of more than 20% of the actuarial liability for the benefits chargeable to the participants exists and the part of this surplus which exceeds 20% of the actuarial liability entirely covers the cost of the adjustment as previously determined. It is

understood that the increased benefit following the indexation adjustment granted during the course of a year will not be reduced afterwards.

As for the benefits chargeable to the government, payable to retirees for the credited service between June 30, 1982 and January 1, 2000, the government commits to discuss with the labour organizations covered by this letter of intent, when the above-mentioned conditions are met, the possibility of adjusting the indexation clause in the same manner that it is adjusted with regard to the benefits chargeable to the participants.

In the event that the benefits, chargeable to the government, payable to retirees with regard to the credited service between June 30, 1982 and January 1, 2000, would not be adjusted, a transfer of the employees' contributions fund to the Employers' contributions fund must be carried out in order to preserve the sharing of costs of benefits stipulated by the Act, since it is understood that the improvement applies only on the portion of the benefits chargeable to the participants. The amount to be transferred is established by the CARRA on the December 31 preceding the adjustment of benefits chargeable to the participants, payable to retirees by using the method and the hypotheses of the most recent actuarial valuation. This amount is transferred in the 3 months following the date on which the CARRA has evaluated the amount to be transferred.

ARTICLE 8 MODIFICATIONS OF THE RETIREMENT PLANS

Subject to the modifications stipulated in this letter of intent during the life of this collective agreement, no modification of RREGOP can make the provisions less favourable for the participants, except if there is an agreement between the bargaining parties to that effect.

**APPENDIX 1
CONTRIBUTION FORMULA**

1. The participant's contribution to RREGOP is presently established according to the following formula:

a) if Pensionable earnings < 35% of the MPE

Contribution = 0

b) if Pensionable earnings > 35% of the MPE

Contribution = Rate A x (Pensionable earnings – 35% of the MPE).

When MPE: Maximum of pensionable earnings

Rate A: The contribution rate applicable to the excess pensionable earnings on the 35% of MPE established by the CARRA during the actuarial valuation.

2. As of January 1, 2012, the contribution rate for point 1 is replaced by:

a) if Pensionable earnings < 35% of the MPE

Contribution = Rate B x [Pensionable earnings – Z% of the MPE] – Compensation

Compensation = MAXIMUM [0; Rate B x (Pensionable earnings – Z% of the MPE)]

b) if Pensionable earnings > 35% of MPE

Contribution = Rate B x [Pensionable earnings – Z% of the MPE] – Compensation

Compensation = MAXIMUM [0; Factor x (MPE – Pensionable earnings)]

When Rate B: The contribution rate applicable to the excess of the pensionable earnings on Z% of the MPE established by the CARRA during the actuarial valuation;

Z: Corresponds to 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016;

Factor: A factor calculated by the CARRA annually in order that the contributions paid by the participants whose pensionable earnings are lower than the MPE will be substantially the same as with the present contribution formula (point 1).

LETTER OF INTENT NO 2

CONCERNING SALARY RELATIVITY

1. SEQUENCE OF THE WORK

The government, on one hand, and the *Alliance du personnel professionnel et technique de la santé et des services sociaux* (APTS), the *Confédération des syndicats nationaux* (CSN), the *Centrale des syndicats du Québec* (CSQ), the *Fédération des travailleurs et des travailleuses du Québec* (FTQ) and the *Fédération Interprofessionnelle de la santé du Québec* (FIQ), on the other hand, hereafter named “the parties”, agree to carry out salary relativity when the first pay equity audit has been completed.

2. PREPARATORY WORK – MIXED JOB CATEGORIES

However, certain preparatory work can be undertaken as of the signature of the collective agreement:

- identification of mixed job categories existing in 2001 for which the available information is insufficient for doing an evaluation on them;
- completion of inquiries for these job categories;
- evaluation of the mixed job categories existing in 2001.

3. FOLLOW-UP WORK ON THE FIRST PAY EQUITY AUDIT

When the pay equity audit has been completed, the new mixed job categories identified by this exercise will be evaluated.

4. ADJUSTMENTS RESULTING FROM SALARY RELATIVITY

The parties will commence discussions on the salary adjustments which could result from the salary relativity after the completion of the pay equity audit, taking into account the principles and conditions agreed to between the parties.

5. WORKING GROUP

The parties agree to set up a working group to first complete the work regarding points 2 and 3, and then, the work regarding point 4. The representation for the parties and the rules of functioning are to be established.

A person included in the certification unit who works for the Employer for pay.

This term also refers to the union representative on union leave by virtue of Article 9 in this collective agreement.

**AGREEMENT REGARDING CERTAIN TERMS OF APPLICATION OF ARTICLE
13 OF THE COLLECTIVE AGREEMENT – COMMITTEE ON CARE**

between

**THE COMITÉ PATRONAL DE NÉGOCIATION DU SECTEUR DE LA SANTÉ
ET DES SERVICES SOCIAUX**

AND

**THE FÉDÉRATION INTERPROFESSIONNELLE DE LA SANTÉ DU QUÉBEC
(FIQ)**

The parties agree to the following:

Subject to clause 11.39 of the 2010-2015 collective agreement, the fees and expenses of the resource person who acts in the context of the committee on care stipulated in Article 13 of this collective agreement are paid for by the *Comité patronal de négociation du secteur de la santé et des services sociaux*.

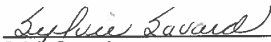
This agreement is not part of the collective agreement but can be invoked during arbitration by virtue of the provisions of this collective agreement.

This agreement comes into force on March 20, 2011 and is deemed to remain in effect until the date of the coming into force of a new collective agreement.

IN WITNESS WHEREOF the parties have signed on the 25th day of the month of February 2011.

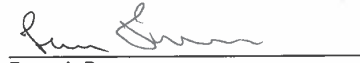
LA FÉDÉRATION INTERPROFESSIONNELLE
DE LA SANTÉ DU QUÉBEC

LE COMITÉ PATRONAL DE NÉGOCIATION
DU SECTEUR DE LA SANTÉ ET DES
SERVICES SOCIAUX


Sylvie Savard


Edith Lapointe


Francine Savard


François Perron

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