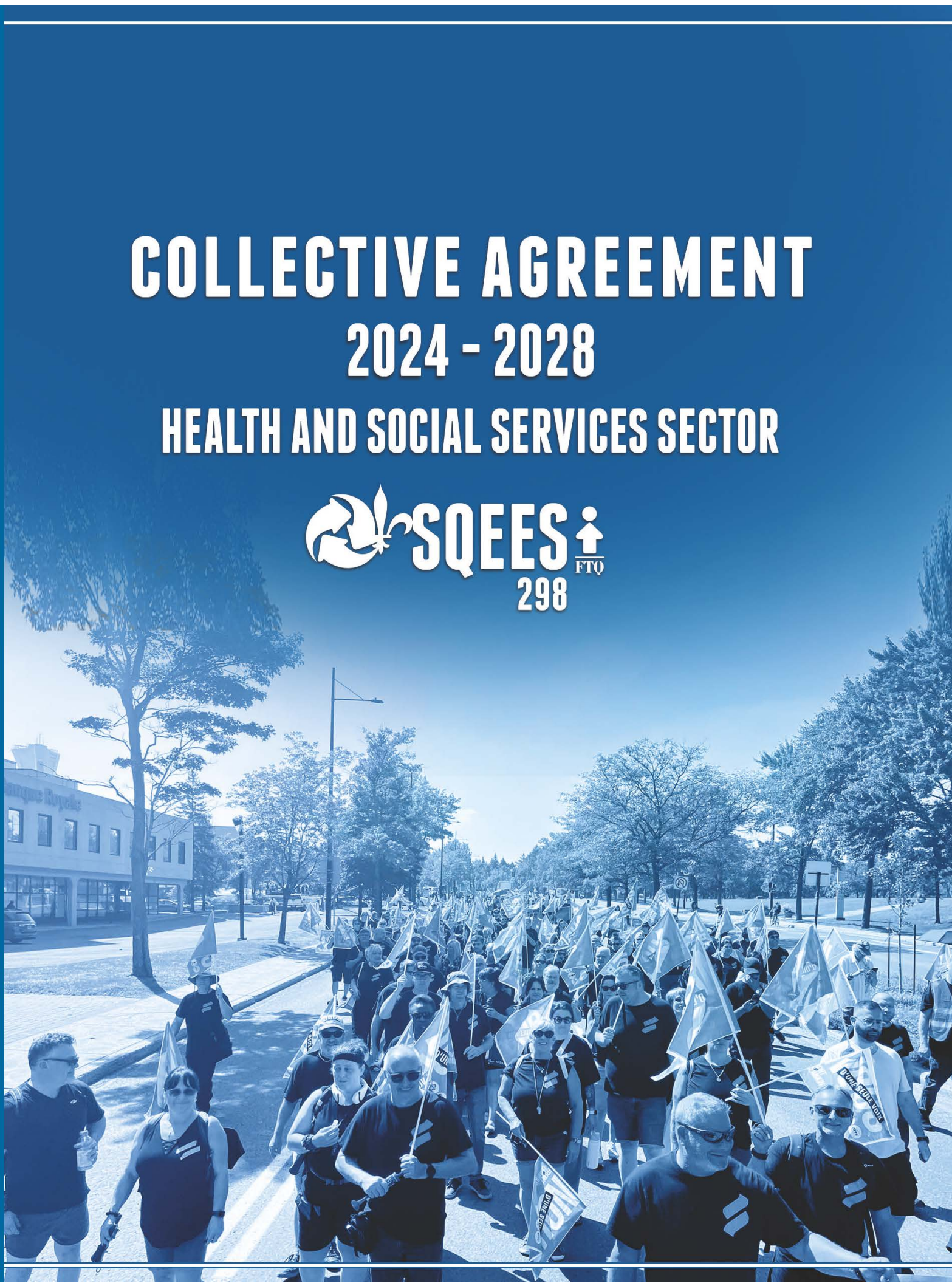
COLLECTIVE AGREEMENT

2024 - 2028

HEALTH AND SOCIAL SERVICES SECTOR

SQEES 298 FTQ



COLLECTIVE AGREEMENT

BETWEEN

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

AND

SYNDICAT QUÉBÉCOIS DES EMPLOYÉES ET EMPLOYÉS DE SERVICE, SECTION LOCALE 298 (FTQ)

JUNE 16, 2024
MARCH 31, 2028

SQEES-FTQ	Signature	Effective date	End date
	07-06-2024	16-06-2024	31-03-2028

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

PART I

ARTICLES

ARTICLE 1

DEFINITIONS

1.01 1. Employee

The term “employee” means any person included in the bargaining unit who works for the employer in return for compensation or who is on leave authorized under this collective agreement. It also includes “union officer on union leave” as provided for in Article 6 of this agreement.

An employee who temporarily fills a position outside the bargaining unit shall continue to be covered by the collective agreement. However, the employer’s decision to reinstate the employee in their position shall not be the subject of a grievance.

2. Full-time employee

The term “full-time employee” means any employee who works the total number of hours associated with their job title.

The parties may agree, by local arrangement, that an employee on the recall list awarded a full-time assignment expected to last six (6) months or more shall be considered, at the employee’s request, a full-time employee during this period.

3. Part-time employee

The term “part-time employee” means any employee who works fewer hours than the number associated with their job title. A part-time employee who, under exceptional circumstances, works the total number of hours associated with their position shall retain the status of part-time employee.

4. Position

When the term “position” is used, its definition shall be as negotiated and certified at the local level.

If two (2) or more part-time employees do work under the same job title in the same service or department, the employer shall be obliged to create a full-time position, provided that the working hours of the part-time employees are compatible, that they do not give rise to the application of clause 7.10 respecting shift changes, and that, once juxtaposed, they constitute a normal and regular work week.

During the initiation and trial period, an employee who decides to return to their former position or who is asked to return to their former position by the employer shall do so without prejudice to the rights acquired in their former position.

5. Service or department

When the term “service” or “department” is used, its definition shall be as negotiated and certified at the local level.

6. Promotion

The term “promotion” means the transfer of an employee from one job title to another with a salary scale with a higher maximum rate.

7. Transfer

The term “transfer” means the transfer of an employee from one position to another with a salary scale with the same maximum rate, with or without a change in job title.

8. Demotion

The term “demotion” means the transfer of an employee from one job title to another with a salary scale with a higher maximum rate.

9. Accounting period

The fiscal year of health and social services establishments is divided into thirteen (13) periods. With the exception of the first and last periods, these periods are twenty-eight (28) days long. The first accounting period of the financial year begins on April 1, and the last ends on March 31.

10. Spouse

The term “spouse” refers to people:

a) who are married and live together;

b) who are joined in a civil union and live together;

c) of the same or different sex who live together as a couple and who are the father and mother of the same child;

d) of the same or different sex who have been living together as a couple for at least one (1) year.

11. Dependent child

A child of the employee, their spouse or both, who is not married or joined in a civil union, who resides or is domiciled in Canada, who depends on the employee for support, and who meets one of the following criteria:

- Is under the age of eighteen (18);
- Is under the age of twenty-five (25) and is registered in and attends a recognized educational institution full-time;
- Is any age, if they became totally disabled while satisfying one or the other of the above criteria and have remained continuously disabled since then.

1.02 Probation period

All new employees shall undergo a probation period. During this period, they shall be entitled to all of the benefits set out in this collective agreement.

The terms, conditions and duration of the probation period shall be negotiated and certified at the local level.

However, in the case of dismissal, employees shall not be entitled to the grievance procedure until they have completed their probation period.

1.03 Temporarily vacant position

When the term “temporarily vacant position” is used, its definition shall be as negotiated and certified at the local level.

1.04 Recall list

When the term “recall list” is used, its definition shall be as negotiated and certified at the local level.

ARTICLE 2

MANAGEMENT RIGHTS

The union recognizes the employer's right to manage, administer and oversee its employees in a manner that is compatible with the provisions of this collective agreement.

ARTICLE 3

GENERAL PROVISIONS

3.01 Purpose

The purpose of this agreement is to establish harmonious relations between the parties, to establish good working conditions that ensure employees' safety and well-being, and to facilitate the settlement of labour disputes, thereby fostering harmonious relations between the employer and employees.

3.02 Computer lists

The lists that the employer is required to submit to the union under the collective agreement shall be submitted at the union's request, in electronic format when available.

ARTICLE 4

CERTIFICATION AND SCOPE

4.01 The employer hereby acknowledges the union as the sole bargaining agent for the purposes of negotiating and reaching a collective agreement on behalf of and for all employees covered by the bargaining certificate issued in accordance with the provisions of Québec's Labour Code (CQLR, c. C-27).

4.02 If a difficulty arises in the interpretation of the certification text, the relevant legislative provisions shall apply, and no arbitrator may be asked to interpret the meaning of the text.

4.03 No specific arrangement respecting working conditions different from those in this agreement and no specific arrangement respecting working conditions not included in this agreement between an employee and the employer shall be valid unless is has received written approval from the officers duly mandated by the union.

4.04 The union shall immediately be made aware in writing of all resignations. An arbitrator may evaluate the circumstances surrounding the resignation of an employee and the value of said consent.

4.05 After one (1) year, the employer shall remove from the employee's file all notices of disciplinary action or reprimands issued in their regard, provided that no similar offence has been committed during those twelve (12) months. The above-mentioned one (1)-year period shall be extended by the same amount of time as any continuous leave exceeding thirty (30) days.

The employer shall immediately remove from the employee's file any notice of disciplinary measure or reprimand or part of any notice of disciplinary measure or reprimand concerning which the employee has won their case.

4.06 Upon prior request, an employee may consult their file at any time and may be accompanied by a union representative if they so desire. An employee may also, upon prior request, obtain photocopies of any relevant documents in their file when their grievance is sent to arbitration or when they are challenging a decision made under one of the following plans: Commission des normes, de l'équité, de la santé et de la sécurité du travail, Société de l'assurance automobile du Québec, Québec Pension Plan, Government and Public Employees Retirement Plan (RREGOP), Employment and Social Development Canada, Indemnisation des victimes d'actes criminels (IVAC), Québec Parental Insurance Plan, salary insurance plan in the case of a disability lasting more than one hundred four (104) weeks.

The employee's file shall contain:

- their job application form;
- their hiring form;
- any authorizations for deductions;
- reports or notices of disciplinary measures;
- requests for promotion, transfer or demotion;

- reports from the health office to the human resources manager concerning their health status;
- copies of work accident reports;
- notices of administrative measures provided for in clause 4.13.

Employees who work at a location other than the location of the human resources office shall have access to their file in accordance with the procedure agreed upon at the local level.

4.07 No confessions signed by an employee may be held against them before an arbitrator except in the following cases:

1. A confession signed before a duly authorized union representative;

2. A confession signed in the absence of a duly authorized union representative that is not waived in writing by the employee within seven (7) days of signing.

4.08 A. Suspension of one (1) day or less

In the case of a suspension of one (1) day or less, the employer may execute the disciplinary measure immediately. The employee shall retain the right to recourse.

The employer shall inform the employee in writing of the reasons and facts giving rise to the suspension within four (4) juridical days following the date of application of the disciplinary measure. The union shall be informed of the measure within the same time frame.

If the union so wishes, it may meet with the employer to learn the reasons for the disciplinary measure.

Only the reasons and facts included in the notice or in any other subsequent notice may be held against an employee before an arbitrator. However, to be able to invoke the reasons and facts alleged in any subsequent notice, the employer must inform the union of its intention to invoke them at least ten (10) days before the arbitration hearing.

B. Suspension of more than one (1) day

In the case of a suspension of more than one (1) day, the procedure shall be as follows:

1. The suspension shall be preceded by a meeting between the employer and the union, unless the union representative does not report to the meeting within five (5) days following the call to meeting.

2. During this meeting, the employer shall give the union and the employee, if the employee is present, the reasons for the disciplinary measure.

If the employer and the union reach an agreement, the suspension shall take effect without further procedures.

In the case of a disagreement with the union, the employer may, after the meeting, execute its decision. The employer shall inform the employee in writing of the reasons and facts giving rise to the suspension, within four (4) juridical days following the date of application of the disciplinary measure. The union shall be informed of the measure within the same time frame.

Only the reasons and facts included in the notice or in any other subsequent notice may be held against an employee before an arbitrator. However, to be able to invoke the reasons and facts alleged in any subsequent notice, the employer must inform the union of its intention to invoke them at least ten (10) days before the arbitration hearing.

If the employer and the union disagree on the disciplinary measure, the employee or the union may appeal the decision using the grievance procedure set out in Article 10. In such case, the union may send a copy of the grievance to the arbitrator authorized according to the procedure provided for this purpose in this agreement.

4.09 Dismissal

In all cases of dismissal for other than a criminal or moral offence, the procedure shall be as follows:

1. The dismissal shall be preceded by a meeting between the employer and the union, unless the union representative does not report to the meeting within five (5) days following the call to meeting.

2. During this meeting, the employer shall give the union and the employee, if the employee is present, the reasons for the disciplinary measure.

   If the employer and the union reach an agreement, such agreement shall take effect without further procedures.

   In the case of a disagreement with the union, the employer may, after the meeting, execute its decision. The employer shall inform the employee in writing, to their last known address, of the reasons and facts giving rise to the suspension within four (4) juridical days following the date of application of the disciplinary measure. The union shall be informed of the measure within the same time frame.

   Only the reasons and facts included in the notice or in any other subsequent notice may be held against an employee before an arbitrator. However, to be able to invoke the reasons and facts alleged in any subsequent notice, the employer must inform the union of its intention to invoke them at least ten (10) days before the arbitration hearing.

   If the employer and the union disagree on the disciplinary measure, the employee or the union may appeal the decision using the grievance procedure set out in Article 10. In such case, the union may send a copy of the grievance to the appointed arbitrator according to the procedure provided for this purpose in this agreement.

In the case of a dismissal for a criminal or moral offence, the employer may execute the disciplinary measure immediately.

However, the employer shall send notice of dismissal to the employee at their last known address and to the union within four (4) juridical days following the date of application of the disciplinary measure.

If the union so wishes, and if the employee consents, it may meet with the employer to learn the reasons for the disciplinary measure.

If the employer and the union disagree on the disciplinary measure, the employee or the union may appeal the employer's decision using the grievance and arbitration procedure set out in the collective agreement.

Dismissal sent to arbitration

In the case of a dismissal sent to arbitration, if a decision is not made concerning the dismissal within ten (10) days following receipt by the employer and arbitrator of a copy of the grievance, the employee shall begin receiving the equivalent of the salary they would have received had they been at work as of the eleventh (11th) day following receipt of the grievance by the above-mentioned people, until the decision is rendered. However, this amount shall not exceed the equivalent of thirty (30) days' work.

4.10 The decision to impose a disciplinary notice, a suspension or a dismissal shall be made known within thirty (30) days following the incident that gave rise to such measure, or no later than thirty (30) days after the employer becomes aware of the all of the facts pertinent to the incident. The employer shall give the union a copy of these notices within the same time frame.

The thirty (30)-day deadline provided for in the paragraph above shall not apply if the decision to impose a disciplinary notice, a suspension or a dismissal is a result of the repetition of certain facts or a chronic behaviour on the part of the employee.

4.11 The employer shall send the union a copy of the instructions concerning working conditions issued by management or human resources addressed to a group of employees or all employees.

Within three (3) days following a request by the union, the employer shall send the union a copy of the other instructions concerning working conditions addressed to a group of employees or all employees.

4.12 An employee who is called to a meeting with an employer representative relating to their employment relationship or status, a disciplinary matter or the settlement of a grievance, may ask to be accompanied by a union representative.

4.13 Administrative measures

If the employer applies an administrative measure that affects the employee's employment relationship either temporarily or permanently, other than a disciplinary measure of layoff, shall, within four (4) juridical days following the application of the measure, notify the employee in writing of the reasons and the main facts giving rise to the measure. The union shall be informed of the measure within the same time frame.

4.14 Security officer

A security officer shall not give instructions to employees in other job titles covered by the bargaining certificate in the performance of their duties.

4.15 Employees outside the bargaining unit shall not do a job covered by the bargaining certificate if this results in layoffs. However, if, after the provisions of this collective agreement are applied, none of the employees in the bargaining unit possess the qualifications required to fill a vacant position, the position shall be filled at the employer's discretion by a person outside the bargaining unit.

4.16 Before hiring from the outside, the employer shall call the employees on the recall list in accordance with the procedure agreed upon at the local level.

ARTICLE 5

UNION REGIME AND UNION DUES

5.01 All union members in good standing on the effective date of this collective agreement and all those who become union members after that date shall maintain their membership in the union as a condition for maintaining their employment.

5.02 All new employees shall become members of the union within thirty (30) calendar days following their first day of work as a condition for maintaining their employment.

5.03 For the duration of this collective agreement, the employer shall deduct from each employee's salary the union dues set by the union or an equal amount, and shall remit to the union treasurer, once every accounting period, the amounts deducted within fifteen (15) calendar days following their collection. With each remittance, the employer shall fill out and send the union, by electronic means, a detailed list containing the following information:

- Employee's name;
- Employee number;
- Address and phone number;
- Email address;
- Main job title;
- Status (full-time, part-time);
- Service or department;
- Shift;
- Salary;
- Salary paid during the period;
- Amount of union dues deducted;
- Indication of temporary leave for the entire accounting period and the code for the type of leave;
- Hire date of employees newly hired during the period;
- Date of departure of employees who left during the period;
- For part-time employees:
    - Number of working hours accumulated, with the exception of overtime;
    - Number of vacation days taken;
    - Amount of seniority accumulated.

Any error by the employer shall be corrected no later than the next accounting period, with indication of the nature of the corrections made.

The Employer is responsible for applying this clause in full.

5.04 The employer shall collect from all new members, upon receipt of written authorization from the member, the membership fee set by the union and send it to the union along with the above-mentioned dues.

5.05 When one or the other of the parties asks the Administrative Labour Tribunal to rule as to whether a person is included in the bargaining unit, the employer shall deduct that employee's union dues or the equivalent until the Tribunal has handed down its decision, and then remit them in conformity with that decision.

Deductions shall begin at the beginning of the accounting period following the submission of the application.

5.06 The employer shall notify the union of all vacant and newly created positions in accordance with the procedure negotiated and certified at the local level.

The employer shall notify the union as soon as possible of all new hires.

5.07 The amount of union dues deducted must appear on the T-4 and Relevé 1 forms in accordance with the ministerial regulations concerned.

ARTICLE 6

FREEDOM OF UNION ACTION

6.01 The union shall provide the employer, within thirty (30) days of the effective date of this collective agreement, with the names of its local officers, delegates and local representatives, as well as those of the members of the grievance committee. It shall also notify the employer of all changes to the list within ten (10) days following the appointment or election of these members to the various positions.

6.02 External union activities

The days of leave granted for external union activities shall be taken from the annual bank of leave established in proportion to the number of employees in the bargaining unit, as follows:

	Number of days' leave with pay per year	
Number of employees in the bargaining unit on January 1 of each year	**Establishment that is not the result of a merger under Bill 10[1,2]**	**CISSS or CIUSSS**
1 – 50	20	50
51 - 100	30	80
101 - 200	35	95
201 - 300	45	135
301 - 500	60	180
501 - 750	70	210
751 – 1,000	80	245
1,001 – 1,250	85	260
1,251 – 1,500	90	280
1,501 – 1,750	95	300
1,751 – 2,000	105	320
2,001 – 2,250	110	330
2,251 – 2,500	115	345
2,501 – 2,750	120	355
2,751 – 3,000	125	365
3,001 – 3,250	130	370
3,251 – 3,500	135	375
3,501 – 3,750	140	385
3,751 – 4,000	145	400
4,001 or more	150	420

1 Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies (CQLR, c. O-7.2).

2 Including Centre intégré de santé et des services sociaux (CISSS) des Îles.

These days shall not include the time allocated for the application of clauses 6.05 and 6.19.

After all of the above-mentioned days of leave have been taken, employees designated by the union may take leave from work without pay to attend these activities. In such a case, the employer shall continue to pay the employee's salary, provided that the union reimburses the employee's salary and fringe benefits and the employer's contribution to the benefit plans.

6.03 To benefit from the leaves mentioned in clause 6.02, the union shall send the employer a written request signed by its representative at least ten (10) day in advance. The request shall contain the names of the people for whom leave is being requested, as well as the nature, duration and location of the union activity for which the request is being made.

If, for an unforeseeable or urgent reason, the ten (10)-calendar day notice for leave for union activities cannot be respected, the union shall notify the employer in writing of the reasons for which it did not respect the ten (10)-day notice.

The work schedules of these employees shall in no way be modified as a result of such leave unless the parties reach an agreement.

6.04 Subject to the provisions of clause 6.20, it is agreed that up to two (2) members in the same service or department can take leave at the same time for reasons provided for in clause 6.02 of this collective agreement.

6.05 An employee who is a member of a joint provincial, regional or local committee made up of representatives designated by the government and/or the employer and representatives designated by the union, or an employee who is asked by the committee to take part shall be entitled to leave from work without loss of pay to attend meetings of the committee or to do work required by the committee.

The work schedules of this employee shall in no way be modified as a result of such leave unless the parties reach an agreement.

6.06 Leave without pay for union duties

If the employee does not hold an elected office, they shall make a choice within fifteen (15) months following the beginning of the leave. Once the fifteen (15) months have expired, the employee shall be unable to demand reinstatement with the employer, and shall be deemed to have resigned.

6.07 If the employee holds an elected office, the leave without pay shall be automatically renewable each year, provided that the employee continues to occupy the elected office.

6.08 During the leaves provided for in clauses 6.06 and 6.07, the employee shall retain and continue to accumulate seniority, but shall not receive or acquire any salary or other benefits.

Subject to the provisions of clause 23.26, the employee's participation in the basic health insurance plan shall be mandatory, and they shall assume all the required contributions and premiums.

6.09 An employee who wishes to return to work and who satisfies the conditions set out in clauses 6.06 and 6.07 shall give the employer at least fifteen (15) days' notice.

6.10 At the end of the leave without pay for union duties following the above-mentioned procedure, the employee may return to work for the employer. However, if the position the employee held at the time of their departure is no longer available, the employee must take advantage of the provisions of the collective agreement concerning the bumping and/or layoff procedure.

6.11 Internal union activities

The days of leave granted for internal union activities for the purposes of applying this collective agreement shall be taken from the annual bank of leave established in proportion to the number of employees in the bargaining unit, as follows:

	Number of days' leave with pay per year		
Number of employees in the bargaining unit on January 1 of each year	**Establishment that is not the result of a merger under Bill 10[1]**	**CISSS or CIUSSS, where the distance between the two (2) most remote facilities is less than 240 km**	**CISSS or CIUSSS, where the distance between the two (2) most remote facilities is 240 km or more**
1 – 24	10	10	10
25 - 49	20	20	20
50 - 100	50	125	145
101 - 200	95	225	245
201 - 300	125	305	325
301 - 500	155	375	405
501 - 750	180	415	465
751 – 1,000	230	520	590
1,001 – 1,250	255	570	640
1,251 – 1,500	280	635	715
1,501 – 1,750	310	705	800
1,751 – 2,000	340	780	880
2,001 – 2,250	365	810	955
2,251 – 2,500	380	880	1,010
2,501 – 2,750	385	915	1,040
2,751 – 3,000	390	920	1,045
3,001 – 3,250	395	925	1,050
3,251 – 3,500	400	935	1,065
3,501 – 3,750	405	955	1,085
3,751 – 4,000	410	980	1,105
4,001 or more	415	1 020	1,140

1 Including Centre intégré de santé et des services sociaux (CISSS) des Îles.

The distance between the two (2) most remote facilities of a centre intégré de santé et de services sociaux (CISSS) or a centre intégré universitaire de santé et de service sociaux (CIUSSS) shall be calculated by road, within the territory covered by the establishment.

These days shall not include the time allocated for the application of clauses 6.05, 6.12 or 6.13, or the time allocated for meetings between the employer and a union representative, whichever of the parties requests such meeting.

After all of the above-mentioned days of leave are taken, the days of leave provided for in clause 6.02 may be used for internal union activities. Employees designated by the union may also take leave from work without pay to attend these activities. In such a case, the employer shall continue to pay the employee's salary, provided that the union reimburses the employee's salary and fringe benefits and the employer's contribution to the benefit plans.

6.12 In the case of an arbitration hearing that takes place at the establishment, one (1) member of the grievance committee, the person concerned and/or the witnesses shall be granted leave without loss of pay. In the case of a collective grievance, up to three (3) employees concerned at the establishment and the witnesses may take leave from work without loss of pay. However, the above-mentioned parties shall leave work only for the amount of time deemed necessary by the arbitrator.

In exceptional circumstances, or if it is physically impossible for the arbitration hearing to take place at the establishment, the employees may take leave from work under the above-mentioned conditions.

6.13 The employer shall grant leave without loss of pay to employees designated by the union to attend local negotiation and local arrangement meetings.

The number of employees granted leave shall be as follows, based on the number of employees in the bargaining unit on January 1 of each year:

Number of employees in the unit	Number of employees granted leave
1-250	2
251-1,000	3
1,001 or more	4

Employees shall be given one (1) day for each day of negotiations to prepare for local negotiation and local arrangement meetings.

6.14 The employer shall provide the union with a furnished room that the union or the union officer granted leave can use to consult with employees within the framework of investigations, requests for information or any other union information.

The location of the room and the possibility of making more than one (1) union room available in an establishment with several facilities may be subject to a local arrangement.

If the room cannot be used exclusively for union purposes, the employer shall provide the union with a filing cabinet with a lock.

6.15 For the purposes of applying this article, an employee granted leave from work without loss of pay shall receive compensation equivalent to what they would have received had they been at work.

6.16 In the case of a part-time employee granted union leave with pay, such leave shall be considered in the calculation of the salary insurance benefit and the indemnities provided for in the article on parental rights and, if applicable, the employment security benefit in the case of a layoff.

6.17 The reference period for the purpose of calculating the number of days of leave shall be from April 1 to March 31.

6.18 The number of employees in the bargaining unit on January 1 of each year shall be the number considered for the purpose of calculating the number of days of leave.

6.19 Officers of provincial union bodies

The Syndicat québécois des employées et employés de service, section locale 298 (SQEES-298-FTQ) shall, no later than September 15 of each year, send the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) a list of employees who are members of a provincial union body and who must be granted leave during the year under this clause, as well as the name of their establishment.

The SQEES-298-FTQ shall also send the CPNSSS a list of union leaves granted under this clause.

An employee may take leave from work without loss of pay to exercise their duties as union officer in a provincial union body.

The total number of days of leave provided for this purpose is two hundred seventy-three (273) days per year.

6.20 When a request for leave for union duties causes the employer a problem in terms of the continuity of activities in the service or department, the employer shall contact the union to try to find a solution.

ARTICLE 7

COMPENSATION

7.01 Unless otherwise specified, an employee shall receive the salary associated with the position they hold.

It is understood that orientation periods shall be paid.

7.02 Any provision intended to grant an employee a guaranteed salary or a guarantee that their salary will not be reduced shall be interpreted and applied as granting a guaranteed hourly salary or a guarantee that the employee's hourly salary will not be reduced.

Notwithstanding the foregoing, the guaranteed salary or guarantee that the salary will not be reduced shall refer to the weekly salary in cases where the bumping procedure or a special measure under Article 14 is applied, the employee is transferred with the same status or the employee bumps another employee with the same status.

No employee shall suffer a decrease in salary as a result of a promotion or transfer.

7.03 An employee who has been promoted shall receive, from the time they start a job in their new job title, the salary provided for in the salary scale for this job title immediately above the salary they were earning in the job title they are leaving.

If, within twelve (12) months following their promotion, the employee receives a salary for their new job title that is less than what they would have received in the job title they left, they shall receive, as of that date and until they move up a step on the anniversary date of their promotion, the salary they would have received in the job title they left.

7.04 In the case of a demotion, the employee shall receive the salary provided for in the new salary scale based on the number of years worked at the establishment.

7.05 In the case of a promotion, the date of statutory increase shall be the anniversary date of the promotion.

In the case of a transfer or demotion, the date of statutory increase shall be the anniversary of the hire date.

7.06 In the case of a promotion, transfer or demotion, the employee shall benefit, if applicable, from the provisions of Article 17 (Years of prior experience).

7.07 Special provision

Notwithstanding the expressions "as if they were at work," "without loss of pay" or any other expression to the same effect in this collective agreement, weekend, evening shift and night shift premiums shall not be considered or paid unless the employee actually suffers the inconvenience. Similarly, the swing shift premium shall not be considered or paid if the employee is on any type of leave provided for in the collective agreement.

7.08 An employee who, during a given week, works in different positions shall receive the salary associated with the best paid position, provided they worked in this position for at least half the normal work week.

This clause does not apply to employees on the recall list.

7.09 An employee who works in another position or in different positions and who does not benefit from clause 7.08 shall receive the salary associated with the best paid position for the hours worked in this position, provided they worked in this position for at least one (1) continuous hour.

7.10 Between the end of one shift and the beginning of the next there shall be a minimum of sixteen (16) hours off; otherwise, the employee shall be compensated at time and a half for the hours worked during that sixteen (16)-hour period.

The parties may, by local arrangement, reduce the minimum number of hours between the end of one shift and the beginning of the next.

The minimum interval between two (2) shifts shall not constitute an impediment to flexible work hours or self-managed schedules.

7.11 Compensation for Christmas and New Year's Day

The regular salary of an employee who works on Christmas or New Year's day shall be the salary provided for in their salary scale, plus fifty percent (50%).

7.12 Part-time employees shall benefit from the provisions of this agreement.

Their earnings shall be calculated in proportion to the number of hours worked.

7.13 The fringe benefits of part-time employees shall be calculated and paid as follows:

1. Paid statutory holidays:

   5.7% applicable to:

   - the salary, supplements, premiums[1] and additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H, paid on each pay;
   - the salary the employee would have received had they not been on unpaid sick leave while assigned to their position or an assignment, paid on each pay.

   1.28% applicable to salary insurance benefits received in the first three (3) months of disability, and 2.19% for the next nine (9) months, paid on each pay.

[1] Weekend, evening shift, night shift and swing shift premiums are not taken into account.

2. Annual vacation:

One of the following percentages:

Years of service as of April 30	Number of working days' vacation	Percentage %
Less than 15 years	20 days	8.77%
15 years	21 days	9.25%
16 years	22 days	9.73%
17 years	23 days	10.22%
18 years	24 days	10.71%
19 years or more	25 days	11.21%

This percentage is applicable to:

- the salary, supplements, premiums[2] and additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H;
- the salary the employee would have received had they not been on unpaid sick leave while assigned to their position or an assignment;
- the base salary on which maternity, paternity, adoption and preventive withdrawal benefits are based;
- the salary on which salary insurance benefits are based for the first twelve (12) months of disability, including a disability related to an employment injury.

3. Sick leave:

4.21% applicable to:

- the employee's salary, paid on each pay;
- the salary the employee would have received had they not been on unpaid sick leave while assigned to their position or an assignment, paid on each pay;
- the base salary on which maternity, paternity, adoption and preventive withdrawal benefits are based, paid on each pay. However, the amount calculated during preventive withdrawal shall not be paid on each pay, but accumulated and paid with the employee's vacation pay.

However, new part-time employees who have not completed three (3) months of continuous service and part-time employees who have opted out of the insurance plans under the provisions of clause 23.01 shall receive on each pay 6.21% rather than 4.21% of the above amounts.

---

2 Weekend, evening shift, night shift and swing shift premiums are not taken into account.

7.14 Possibility of cashing in certain days off

A full-time employee may, with the employer's authorization, cash in one or more of the following days off for their normal single time salary:

- Accumulated annual vacation exceeding the number of days provided for in the Act respecting labour standards (CQLR, c. N-1.1);
- Up to five (5) statutory holidays accumulated in a bank if such possibility has been agreed upon by the local parties;
- Floating holidays, if applicable.

A part-time employee may, with the employer's authorization, cash in accumulated annual vacation days for their normal single time salary.

If one or more days off are cashed in during the waiting period provided for in clauses 23.29(a) and 23.44, this shall not extend or otherwise affect the waiting period.

7.15 Fonds de solidarité

At the employee's request, the employer shall deduct from their pay contributions to the Fonds de solidarité FTQ, provided at least twenty-five (25) employees in the bargaining unit so request. If this condition is not met, such deductions may be made if five percent (5%) of the employees in the bargaining unit so request.

7.16 Job title

The job titles, descriptions and salary rates and scales appear in the nomenclature in sessional paper no. 2575-20051215 of December 15, 2005, and its subsequent amendments.

This nomenclature is titled: "List of job titles, descriptions and salary rates and scales in the health and social services network." It is an integral part of this collective agreement.

The descriptions provide an overview of the main functions associated with the job titles. Nothing in the List of job titles, descriptions and salary rates and scales shall prevent an employee from being required to carry out all of the activities authorized by their professional order.

The employer shall pay the employee the salary set out in the List of job titles for their job title.

The number of hours of work per week shall be the number or numbers associated with each job title, and shall be distributed over a maximum of five (5) days.

However, the employer and an employee may agree on a distribution of weekly work hours other than the one specified for the job title, provided that the total number of days and hours worked during the distribution period does not exceed that which would normally have been worked during the same period. The distribution of work hours shall be determined by the local parties. This distribution shall not affect the stability of the work teams or result in overtime for the employee in question.

For the purposes of qualifying for overtime, the regular workday for a full-time or part-time employee or an employee replacing such an employee shall be as set out in the new schedule. The regular work week of a full-time or part-time employee or an employee replacing such an employee for the entire schedule shall be set out in the new schedule. In the case of an employee who replaces another employee on two (2) types of schedules, a regular and a non-standard schedule, the regular work week shall be as set out in the job title associated with the regular schedule.

The number of hours in the regular work week applicable to the establishment shall be as set out in the collective agreement that expired on June 30, 1998, unless the local parties agree on a different number of hours.

The local parties may, in specific or exceptional circumstances, agree to use a different number of hours than the number applicable in the establishment for a given job title.

In the case where a number of weekly work hours is not provided for in 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 to modify the job title in the List of job titles to include the new number of weekly work hours under the power recognized in clause 8.02.

Rules for the application of salary scales

7.17 An employee who is working for the establishment on the effective date of this collective agreement shall be integrated into the salary scale provided for their job title, at the step corresponding to the step in the salary scale in effect at the end of the previous collective agreement.

7.18 An employee who, prior to the effective date of this collective agreement, carried out tasks corresponding to one of the new job titles shall be integrated into the salary scale provided for their new job title, based on the number of years of experience recognized under the provisions of Article 17 (Prior years of experience).

7.19 An employee hired after the effective date of this collective agreement shall be integrated at the step corresponding to the number of years' experience recognized under Article 17 (Prior years of experience) in the salary scale associated with their job title.

Application of salary scales

7.20 On April 1 of each year, employees shall be classified in the salary scale that takes effect on that date, at the step that corresponds horizontally to their step on the previous March 31.

Advancement up the salary scale

7.21 If the number of steps in the salary scale permits, each time an employee completes one (1) year of service in their job title, they shall advance to the next step.

For the purposes of applying the preceding paragraph, a part-time employee shall complete one (1) year of service when they have accumulated the equivalent number of days of work in the table below, based on the number of vacation days to which they are entitled.

Number of working days of annual vacation	Number of days of work required
20	225
21	224
22	223
23	222
24	221
25	220

Days of union leave of a part-time employee, excluding those provided for in clauses 6.06 to 6.08, shall be considered days of work for the purpose of advancing up the salary scale.

In the case of a part-time employee, for the purpose of advancing up the salary scale, the days worked in the same job title since January 1, 1990, in another establishment in the system shall be recognized. The employee may ask each of their employers, once per calendar year, for a written attestation of the number of days worked. The employee's experience as of the date the attestation is given shall be recognized for the purpose of advancing up the salary scale.

An employee shall not be credited more than one (1) year of experience every twelve (12) calendar months.

However, the year or part of a year of service acquired and the days of work accumulated in 1983 shall not be credited for the determination of the date the employee advances up the scale.

Classification and reclassification

7.22 Within forty-five (45) days following the effective date of this collective agreement, the employer shall specify each employee's job title.

7.23 Throughout the term of the collective agreement, the employer shall carry out the necessary reclassifications.

7.24 The readjustment of a reclassified employee's earnings under the preceding paragraph shall be retroactive to the date the employee began to carry out the duties that brought about the reclassification up to the effective date of this collective agreement.

Reclassification

7.25 An employee with a bachelor's degree in nursing who holds a nursing position shall be reclassified in this position to the job title of nurse clinician, provided they undertake to carry out the duties of this job title. An employee shall be reclassified when they submit their degree or final transcript attesting to their successful completion of the program to the employer.

An employee with a bachelor's degree in nursing who is excluded from the certification process as set out in Appendix R of this collective agreement shall be reclassified as a nurse clinician, under the same condition set out in the first (1st) paragraph.

7.26 Out-of-rate or out-of-scale employees

A) An employee whose salary rate on the day preceding the date the salaries and salary scales increase is higher than the flat rate or the maximum on the salary scale associated with their job title shall benefit, on the date the salaries and salary scales increase, of a minimum raise equal to half (½) of the applicable percent increase, on April 1 of the period in question compared with the previous March 31, at the uniform salary rate, or at the step at the top of the scale associated with their job title on the previous March 31.

B) If the application of the minimum salary increase established in the preceding paragraph brings an employee who was out of rate or out of scale on March 31 of the previous year down to a salary that is less than the maximum step of the salary scale for their job title on April 1, the minimum salary increase shall be increased to the percentage necessary to enable the employee to return to that step on the scale or to the uniform salary rate.

C) The difference between the percent increase of the maximum step of the salary scale or the uniform salary rate for the employee's job title and the minimum rate of increase established in accordance with the two (2) preceding paragraphs shall be paid to the employee in a lump sum calculated on the basis of their salary rate in effect on the previous March 31.

D) The lump sum shall be divided up and paid each pay period in proportion to the number of regular hours paid during that period.

7.27 General salary increase parameters

The general salary increase parameters are:

A) Period from April 1, 2023, to March 31, 2024

Each salary rate and scale[3] in effect on March 31, 2023, shall be increased by 6.00%,[4] effective April 1, 2023.

B) Period from April 1, 2024, to March 31, 2025

Each salary rate and scale[3] in effect on March 31, 2024, shall be increased by 2.80%,[4] effective April 1, 2024.

C) Period from April 1, 2025, to March 31, 2026

Each salary rate and scale[3] in effect on March 31, 2025, shall be increased by 2.60%,[4] effective April 1, 2025.

D) Period from April 1, 2026, to March 31, 2027

Each salary rate and scale[3] in effect on March 31, 2026, shall be increased by 2.50%,[4] effective April 1, 2026.

E) Period from April 1, 2027, to March 31, 2028

Each salary rate and scale[3] in effect on March 31, 2027, shall be increased by 3.50%,[4] effective April 1, 2027.

3 The increase in salary rates and scales is calculated based on the hourly wage. Flat rates for rankings are calculated based on earnings over a thirty-three (33)-year career. The rankings of the job titles are indicated in Appendix Y, subject to the terms and conditions of other agreements. The salary structures are indicated in Appendix X.

4 However, the clauses of the collective agreements applicable to out-of-rate or out-of-scale employees apply. See clause 7.26 of the collective agreement.

7.28 Adjustment clause

A salary adjustment may apply according to the following terms and conditions:

1. On March 31, 2026, every salary rate and scale[5] in effect on March 30, 2026, shall be increased by the change in percentage between the average annual consumer price index in Quebec in 2025-2026 and the average annual consumer price index in Quebec in 2024-2025, minus 2.60 percentage points. The increase[6] shall not exceed 1.00%.

2. On March 31, 2027, every salary rate and scale[5] in effect on March 30, 2027, shall be increased by the change in percentage between the average annual consumer price index in Quebec in 2026-2027 and the average annual consumer price index in Quebec in 2025-2026, minus 2.50 percentage points. The increase[6] shall not exceed 1.00%.

3. On March 31, 2028, every salary rate and scale[5] in effect on March 30, 2028, shall be increased by the change in percentage between the average annual consumer price index in Quebec in 2027-2028 and the average annual consumer price index in Quebec in 2026-2027, minus 3.50 percentage points. The increase[6] shall not exceed 1.00%.

For each of the increases calculated above, if the result is less than 0.05%, the salary rates and scales shall not be modified.

The salary adjustments provided for in the preceding paragraphs shall be applied to employees' pay cheques and paid retroactively within one hundred eighty (180) days following the publication of the data by Statistics Canada.

For the purposes of calculation in this clause:

1. The consumer price index in Quebec corresponds to the fiscal year average (April to March) for all products, as indicated in Statistics Canada, Table 18-10-0004-01, Consumer Price Index, monthly, not seasonally adjusted.

2. Changes in the consumer price index are expressed as a percentage, and this percentage is rounded off to two (2) decimal points.

In no case shall the salary adjustment be negative.

---

5 The increase in salary rates and scales is calculated based on the hourly wage. Flat rates for rankings are calculated based on earnings over a thirty-three (33)-year career. The rankings of the job titles are indicated in Appendix Y, subject to the terms and conditions of other agreements.

6 However, the clauses of the collective agreements applicable to out-of-rate or out-of-scale employees apply. In the case of a salary adjustment under the adjustment clause, the clauses applicable to out-of-rate or out-of-scale employees shall apply as of March 31 of the period in question compared with the previous March 30 to take such adjustment into account.

7.29 Indexation method

Salary rates and scales are expressed as an hourly wage. When it comes time to apply the general indexation parameters or other forms of increases to the salary rates and scales, these apply to the hourly wage and are rounded off to the nearest cent.

For the purpose of publishing the collective agreement, the number of weeks to take into account when calculating the annual rate is 52.18. The annual rate is rounded off to the nearest dollar.

The job titles covered by clause 7.30 shall be increased in the manner described in this section. The following rules apply when rounding off to the nearest cent:

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

The following rules apply when rounding off to the nearest dollar:

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

7.30 Establishment of salary rates and scales applicable to special cases

The method described in paragraphs 1 and 2 shall be used when an indexation parameter or another form of increase is granted, so as to preserve the connection with the compensation structure for all employees in the health and social services sector, school service centres, school boards and colleges.

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

a) Class 1

The salary scale applicable to Class 1 employees in job titles 2688 and 2691 is as set out by ranking in Appendix Y.

b) Class 2

Integration officers (2688) and Educators (2691)

Steps 2 to 13 applicable to Class 2 employees in job titles 2688 and 2691 are, respectively, steps 1 to 12 of the salary scale applicable to Class 1 in the same job title.

Step 1 applicable to Class 2 is established as follows:

$$\text{Step 1, Class 2} = \text{Step 1, Class 1} \;/\; (\text{Average inter-step, Class 1})$$

Rounded off to the nearest cent.

The average difference is established as follows:

$$\text{Average inter-step, Class 1} = \left(\frac{\text{Maximum step, Class 1}}{\text{Minimum step, Class 1}}\right)^{\frac{1}{\text{Numbers of steps, Class 1} - 1}}$$

2. "Tandem" jobs

The salary rate or scale applicable to each job title identified in Appendix Z shall be modified so as to ensure a difference between each step of the reference job title.

The salary rate or scale of the "tandem" job is established as follows:

$$\text{Step rate}_n\text{, "Tandem job"} = \text{Step rate}_n\text{, Reference job X\% of adjustment}$$

where n = step number.

The result is rounded off to the nearest cent.

The adjustment percentage is provided in Appendix Z.

When the "tandem" job title contains only one step, the adjustment is calculated from step 1 of the reference job title.

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

The provisions of this paragraph are not intended to modify the number of steps in the "tandem" job.

7.31 Premium and supplement increases

Every premium and every supplement, with the exception of fixed premiums and premiums and supplements expressed as a percentage, shall be increased on the same date and by the same percentage as those set out in paragraphs A), B), C), D) and E) of clause 7.27, and shall be adjusted by the percentage determined in clause 7.28 and paid according to the same terms and conditions, if applicable. The fixed premium is as follows:

- Seniority.

The premium and supplement rates are provided in the collective agreement.

7.32 An employee on a stable evening or night shift who is assigned to a day shift to acquire knowledge, techniques or practical experience shall receive for this training period compensation equivalent to what they would have received if they had remained on the evening or night shift.

ARTICLE 8

PROCEDURE FOR AMENDING THE LIST OF JOB TITLES, DESCRIPTIONS AND SALARY RATES AND SCALES

General provisions

8.01 All changes to the List of job titles, descriptions and salary rates and scales shall be subject to the procedure described below.

8.02 The Ministère de la Santé et des Services sociaux (MSSS) is the only body authorized to abolish or modify a job title on the List of job titles or to create a new one.

8.03 A union, a union grouping or an employer may also request a modification to the List of job titles. To do so, it must send the MSSS a written request with the reasons for the modification using the appropriate form.

Unless this is a joint request, a copy shall be sent to the other party.

The MSSS shall notify the union groupings of all modification requests it receives.

8.04 A job title may be created only in cases where the MSSS determines that:

- the main functions of a position are not included in any of the job descriptions set out in the List of job titles;
- significant modifications have been made to the main functions of a job title on the List of job titles.

In all cases, the main functions of a job title shall be permanent.

8.05 The MSSS shall notify the applicant and the union groupings of its decision to accept or reject any requests for modifications to the List of job titles.

For the purposes of this procedure, the union groupings are the seven (7) following bodies: APTS, FP-CSN, FSSS-CSN, FSQ-CSQ, FIQ, SCFP/CUPE-FTQ and SQEES-298-FTQ.

Each union grouping is responsible for notifying the MSSS of the contact information of the person designated to receive information from the MSSS.

Consultation on the proposed modification

8.06 If, during the term of this collective agreement, the MSSS wishes to modify the List of job titles, it shall notify each union grouping in writing. The notice sent by the MSSS shall include a detailed description of the proposed change.

If the MSSS decides to reject a proposed modification to the List of job titles following a request made under the provisions of clause 8.03, it shall notify the union groupings and the local parties concerned.

8.07 The union groupings shall have ninety (90) days following receipt of the proposed modification to the List of job titles to submit their opinion to the MSSS in writing.

8.08 Upon the written request of a union grouping, the MSSS shall call a meeting of the union groupings and MSSS representatives to discuss the proposed modification. The meeting shall take place within thirty (30) days following receipt of the notice. The MSSS may also call such a meeting on its own initiative.

8.09 At the end of the period provided for in clause 8.07, the MSSS shall notify the union groupings of its decision.

Provincial committee on jobs

8.10 A provincial committee on jobs shall be created within ninety (90) days following the effective date of this collective agreement.

8.11 The committee shall be made up of six (6) representatives of management, two (2) representatives of the CSN and FIQ, and up to two (2) representatives for each of the following: CSQ, APTS and FTQ.

Each party shall appoint a secretary through whom all communications between parties shall be made.

8.12 The committee shall meet at the request of one or the other of the parties upon written notice by the secretary. The meeting shall take place within ten (10) days following receipt of the notice.

8.13 The committee's mandate shall be to determine the ranking applicable to all new job titles referred by the MSSS or any other existing job title for which the MSSS has modified the academic requirements.

To this end, it shall use the job evaluation system in effect and determine the rating to attribute to each evaluation subfactor.

8.14 The committee shall make sure that all of the relevant information is available before beginning discussions on the new job title and the value of its associated duties.

If applicable, the committee may, for the purpose of evaluating the duties, use meaningful reference jobs or benchmarks agreed upon by the parties and the evaluation system interpretation guide. It shall take into account the application of these guidelines to other job categories within the meaning of the Pay Equity Act (CQLR, c. E-12.001).

8.15 If the parties agree on the evaluation of all of the subfactors, the salary rate or scale associated with the new job title shall be the reference rate or scale of the corresponding ranking as determined by the Conseil du trésor or, if it has been completed, the pay equity program including the job title evaluated.

8.16 All agreements reached in the provincial committee on jobs shall be final and binding.

8.17 If no agreement is reached on the ratings to attribute to the evaluation subfactors within the ninety (90) days provided for in clause 8.14, the ratings of the subfactors in dispute shall be submitted to arbitration along with a summary of the parties' respective arguments.

Arbitration procedure

8.18 The parties shall make an effort to reach an agreement concerning the appointment of an arbitrator specializing in job evaluation. If no agreement is reached within thirty (30) days, one of the parties shall ask the minister responsible for labour to appoint a specialized arbitrator.

8.19 Each party shall designate an assessor and assume the related fees and costs.

8.20 The arbitrator's jurisdiction shall be limited to the application of the evaluation system to the subfactors in dispute submitted to them and the evidence presented. The arbitrator does not have the power to alter the job evaluation system, its interpretation guide, the reference rates and scales or any other tools used to evaluate duties.

When comparing the evaluation ratings, the arbitrator shall take into account how the guidelines were applied to other job categories.

8.21 The ranking of the job evaluated shall correspond to the ratings of the subfactors that are the subject of consensus in the provincial committee on jobs and those determined by the arbitrator.

8.22 The salary rate or scale associated with the new job title shall be the reference rate or scale of the corresponding ranking as determined by the Conseil du trésor or, if it has been completed, the pay equity program including the job title evaluated.

8.23 If it is established during arbitration that one or more duties are missing from the description, despite the fact that employees are still required to carry them out, the arbitrator may decide to include them in the description with a view to exercising their power under the provisions of clause 8.20.

8.24 The arbitrator's decision shall be final and binding upon the parties. The arbitrator's fees and expenses shall be assumed in equal portions by the parties.

Change in salary following reclassification

8.25 If applicable, the readjustment of a reclassified employee's earnings in this agreement shall be determined based on the provisions of the collective agreement, and shall be retroactive to the date the employee began to carry out the duties of the new job title, up to the effective date set out in clause 8.06.

8.26 Payment shall be made within ninety (90) days following the agreement between the parties or the arbitration judgment.

Modifications to the List of job titles

8.27 When modifications are made to the List of job titles under the provisions of this article, the MSSS shall notify the provincial parties. The modifications shall take effect on the date of the notice.

ARTICLE 9

PREMIUMS

9.01 Seniority premium

An employee with ten (10) years or more of seniority shall be given a salary increase of five dollars ($5.00) a week.

However, an employee whose salary is above the highest step on the salary scale shall receive only the difference between their salary scale and the above-mentioned amount.

This clause does not apply in the case of employees with salary scales with ten (10) steps or more.

9.02 Team leader and assistant team leader premiums

A) Team leader

Employee in the paratechnical personnel and auxiliary services and trades personnel category or the office personnel and administrative technicians and professionals category, with the exception of technicians and professionals (codes 1000 and 2000) who, under the supervision of the head of the service or department and while carrying out their own duties, trains and coordinates the activities of a group of employees.

The team leader shall receive a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
38.75	39.84	40.88	41.90	43.37

more than the highest step in the scale for their job title, except in the cases of job titles with six (6) steps or more, in which case the premium shall be added to the salary effectively paid to the employee.

B) Assistant team leader

Employee in the paratechnical personnel and auxiliary services and trades personnel category or the office personnel and administrative technicians and professionals category, with the exception of technicians and professionals (codes 1000 and 2000), who shares in the responsibilities of the team leader and replaces them when they are absent.

The assistant team leader shall receive a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
23.20	23.85	24.47	25.08	25.96

more than the highest step in the scale for their job title, except in the cases of job titles with six (6) steps or more, in which case the premium shall be added to the salary effectively paid to the employee.

C) The duties of a team leader and assistant team leader shall be awarded based on the criteria set out in the provisions concerning voluntary transfers. However, applications for these duties shall be limited to employees on teams requiring the performance of such duties.

9.03 Supervision and responsibility premium

A technician or professional in the office personnel and administrative technicians and professionals category (codes 1000 and 2000) or in the health and social services technicians and professionals category who is tasked with supervising and assuming responsibility for a group of at least four (4) employees, regardless of their job titles and job category, shall receive a premium of five percent (5%) of their base salary plus, if applicable, the additional compensation provided for in Article 2 of Appendix H.

The premium shall not be paid to employees whose job title involves responsibility for supervision or coordination.

9.04 Premium for supervising trainees

A technician or professional in the paratechnical personnel and auxiliary services and trades personnel category, the office personnel and administrative technicians and professionals category or the health and social services technicians and professionals category shall receive a premium of two percent (2%) of their base salary plus, if applicable, the additional compensation provided for in Article 2 of Appendix H for each work shift during which they are tasked with supervising one or more trainees in an internship forming part of an academic program and necessary for obtaining a diploma or degree.

This premium shall not be added to the supervision and responsibility premium or the team leader or assistant team leader premium, and shall not be paid to employees whose job title involves responsibility for training or teaching.

9.05 Evening and night shift premiums

These premiums shall be considered or paid only when the employee actually suffers the inconvenience. These premiums shall be paid for eligible hours actually worked.

A) An employee whose entire shift falls between 2:00 p.m. and 8:00 a.m. shall receive each time this is the case, in addition to their salary, an evening or night shift premium for all hours worked between 2:00 p.m. and 8:00 a.m., as the case may be.

1. **Evening shift premium**

The evening shift premium shall be the higher of the following: seven percent (7%) of the employee's base salary plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H, or:

Rate 2024-06-16 to 2025-03-31 ($/h)	**Rate 2025-04-01 to 2026-03-31 ($/h)**	**Rate 2026-04-01 to 2027-03-31 ($/h)**	**Rate as of 2027-04-01 ($/h)**
1.98	**2.03**	**2.08**	**2.15**

An employee who works seventy (70) hours or more over a fourteen (14)-day period corresponding to one or more pay periods shall receive, in lieu of the evening shift premium provided for in the preceding paragraph, an evening shift premium of ten percent (10%) of their hourly wage plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H.

For the purposes of calculating the number of hours per fourteen (14)-day period corresponding to one or more pay periods provided for in the preceding paragraph, the hours compensated shall be considered. These hours include paid authorized leave, but exclude overtime hours, regardless of the work shift or job title in which these hours were worked.

2. **Night shift premium**

The night shift premium shall be the higher of the following: fourteen percent (14%) of the employee's hourly wage plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H, or:

Rate 2024-06-16 to 2025-03-31 ($/h)	**Rate 2025-04-01 to 2026-03-31 ($/h)**	**Rate 2026-04-01 to 2027-03-31 ($/h)**	**Rate as of 2027-04-01 ($/h)**
3.97	4.07	4.17	4.32

An employee who works seventy (70) hours or more over a fourteen (14)-day period corresponding to one or more pay periods shall receive, in lieu of the night shift premium provided for in the preceding paragraph, an evening shift premium of eighteen percent (18%) of their hourly wage plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H.

For the purposes of calculating the number of hours per fourteen (14)-day period corresponding to one or more pay periods provided for in the preceding paragraph, the hours compensated shall be considered. These hours include paid authorized leave, but exclude overtime hours, regardless of the work shift or job title in which these hours were worked.

B) An employee whose work shift begins before 2:00 p.m. but who does most of their work after 2:00 p.m. shall receive each time this is the case, in addition to their salary, an evening shift premium for the hours worked after 2:00 p.m., according to the terms and conditions set out in paragraph A-1 of clause 9.05.

C) An employee who works only part of their shift between 7:00 p.m. and 7:00 a.m.

1. Between 7:00 p.m. and 12:00 a.m.:

   This employee shall receive, in addition to their salary, an evening shift premium for every hour worked between 7:00 p.m. and 12:00 a.m., according to the terms and conditions set out in paragraph A-1 of clause 9.05.

2. Between 12:00 a.m. and 7:00 a.m.:

   This employee shall receive, in addition to their salary, a night shift premium for every hour worked between 12:00 a.m. and 7:00 a.m., according to the terms and conditions set out in paragraph A-2 of clause 9.05.

9.06 Night shift premium conversion

For full-time employees who work a stable night shift, the parties may agree by local arrangement to convert all or part of the above premium into time off, provided such an arrangement does not generate extra costs.

For the purposes of applying the preceding paragraph, the method for converting the night shift premium into paid days off shall be as follows:

- 14% is equivalent to 28 days for employees with 0 to 5 years' seniority;
- 15% is equivalent to 30 days for employees with 5 to 10 years' seniority;
- 16% is equivalent to 32 days for employees with 10 years' seniority or more.

9.07 Day/evening, day/night or day/evening/night swing shift premium

A) An employee who holds a swing shift position shall receive a premium when the percentage of time worked in the position on the evening or night shift is equal to or greater than fifty percent (50%) of the shift cycle.

1. Day/evening swing shift premium

The day/evening swing shift premium shall be equal to fifty percent (50%) of the evening premium for all hours worked in the employee's position on the day shift.

2. Day/night swing shift premium

The day/night swing shift premium shall be equal to fifty percent (50%) of the evening premium for all hours worked in the employee's position on the day shift.

3. Day/evening/night swing shift premium

The day/evening/night shift premium shall be equal to fifty percent (50%) of the weighted average of the evening and night premiums, based on the number of hours worked on these shifts. The rate thus obtained shall be applied to all hours worked in the employee's position on the day shift.

The applicable evening and night shift premiums shall be established according to the provisions of clause 9.05.

At the end of the initiation and trial period on a swing shift position, an employee who remains in this position shall be paid the premium retroactively to the first day worked in this position on the day shift.

B) An employee who replaces another employee in a position provided for in paragraph A shall be eligible for this premium when the percentage of time worked on the evening or night shift is equal to or greater than fifty percent (50%) of the shift cycle.

For the first cycle of the shift, the employee shall be paid the premium retroactively to the first day worked on the day shift if they worked part of the shift cycle on the evening or night shift, as the case may be. However, in the case of a shift cycle of six (6) months or more, the employee shall be paid the premium retroactively to the first day worked on the day shift if they worked the equivalent of fifty percent (50%) of the shift cycle on the evening or night shift, as the case may be.

If the employee does not work at least fifty percent (50%) of the shift cycle on the evening or night shift, the premium paid for hours worked on the day shift shall be recovered by the employer.

The term "shift cycle" refers to the period during which an employee works a predetermined number of work shifts alternating between the day and evening shifts, the day and night shifts or the day, evening and night shifts.

For the purposes of calculating the amount of time worked for this clause, leave without pay for studies and partial leave without pay for studies, parental leave, family leave and all authorized and paid leaves provided for in the collective agreement, except for leave with deferred pay, shall be considered time worked.

- Emergency;
- Intensive care unit;
- Neonatal care unit;
- Burn unit;
- Service or department.

9.08 Split shift premium

An employee who must interrupt their work for a period exceeding the meal period or more than once a day, except for the breaks provided for in clause 25.08, shall receive a split shift premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
4.55	4.68	4.80	4.92	5.09

9.09 Premium for sorting soiled linens

An employee who, in a laundry service, is assigned continuously to sort and bring soiled linens to the laundry room shall receive, in addition to their salary, a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
30.11	30.95	31.75	32.54	33.68

An employee who is assigned such tasks non-continuously shall receive, in addition to their salary, for every hour worked at such tasks, an hourly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
0.56	0.58	0.60	0.62	0.64

9.10 Premium for operating incinerators

An employee who, in a space specifically designed for such a task, is assigned continuously to operate and maintain incinerators shall receive, in addition to their salary, a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
16.70	17.17	17.62	18.06	18.69

9.11 Weekend premium

The weekend premium shall be the higher of the following: five percent (5%) of the employee's base salary plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H, or:

Rate 2024-06-16 to 2025-03-31 ($/h)	Rate 2025-04-01 to 2026-03-31 ($/h)	Rate 2026-04-01 to 2027-03-31 ($/h)	Rate as of 2027-04-01 ($/h)
1.42	1.46	1.50	1.55

This premium shall be paid to employees required to work their entire shift between the beginning of the evening shift on Friday and the end of the night shift on Monday.

Additional terms and conditions for the payment of the weekend premium for 24/7 services and departments

In the case of an employee who holds a full-time position or who works seventy (70) hours or more per fourteen (14)-day period corresponding to one or more pay periods and who works in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week, the amount of the premium shall be nine percent (9%) of their base salary in lieu of the premium provided for in the first (1st) paragraph when they work their entire shift between the beginning of the evening shift on Friday and the end of the night shift on Monday, provided they work all of the shifts provided for in their schedule during that period.

For the purposes of calculating the number of hours per fourteen (14)-day period corresponding to one or more pay periods provided for in the third (3rd) paragraph of this clause, the hours compensated shall be considered. These hours include paid authorized leave, but exclude overtime hours, regardless of the work shift or job title in which these hours were worked.

However, this premium shall only be paid or considered if the employee actually suffers the inconvenience. This premium shall be paid for eligible hours actually worked.

Other modifications

An employee shall receive the weekend premium for complete shifts worked during the weekend in services or departments that provide services 24/7, regardless of whether their own service or department operates 24/7, according to the same terms and conditions provided for in this clause.

9.12 Premium for employees working in long-term care facilities (CHSLD), retirement homes (MDA) and alternative homes (MA)

A person who holds one or more job titles in one or more of the following job title groupings shall receive the CHSLD premium or the enhanced CHSLD premium, as the case may be, for the hours worked in a CHSLD:

- Nurse clinician (1911);

- Specialty nurse practitioner (1915);
- Nurse (2471);
- Licenced practical nurse (3455);
- Respiratory therapist (2244);
- Personal care worker (3480);
- Attendant in a northern institution (3505);
- Personal support worker team leader (3477);
- Unit and/or pavilion attendant (3685).

The sectors or subsectors of activity covered are as follows:

- 6060: Nursing care for users with diminishing autonomy;
- 6160: Basic care for users with diminishing autonomy;
- 6270: Long-term residential and nursing care unit for adults with a psychiatric diagnosis;
- 6271: Long-term nursing care – users in an asylum;
- 6272: Long-term basic care – users in an asylum;
- 6273: Long-term nursing care – other users with a psychiatric diagnosis;
- 6274: Long-term basic care – other users with a psychiatric diagnosis;
- Retirement home (MDA);
- Alternative home (MA).

The premiums mentioned in paragraphs A and B of this clause apply to the hours actually worked, including overtime and authorized leave with pay in one of the sectors or subsectors of activity in question.

A) Premiums for employees working in CHSLDs, MDAs and MAs

An employee shall receive the following hourly premium for the number of hours actually worked:

Rate 2023-04-01 to 2024-03-31 ($)	**Rate 2024-04-01 to 2025-03-31 ($)**	**Rate 2025-04-01 to 2026-03-31 ($)**	**Rate 2026-04-01 to 2027-03-31 ($)**	**Rate as of 2027-04-01 ($)**
1.61	1.66	1.70	1.74	1.80

B) Enhanced premiums for employees working in CHSLDs, MDAs and MAs

An employee who works all of the hours associated with their job title shall receive the following enhanced hourly premium for the number of hours actually worked in one of the sectors or subsectors of activity in question, in lieu of the premium provided for in paragraph A:

Rate 2023-04-01 to 2024-03-31 ($)	**Rate 2024-04-01 to 2025-03-31 ($)**	**Rate 2025-04-01 to 2026-03-31 ($)**	**Rate 2026-04-01 to 2027-03-31 ($)**	**Rate as of 2027-04-01 ($)**
2.15	2.21	2.27	2.33	2.41

For the purposes of eligibility for this enhanced premium, the hours worked include regular hours and authorized leave with pay, but exclude overtime.

9.13 Lump sump payment for employees in the health and social services technicians and professionals category working with clients in a long-term care facility (CHSLD), retirement home (MDA) or alternative home (MA)

An employee in the health and social services technicians and professionals category working with clients in a long-term care facility (CHSLD), retirement home (MDA) or alternative home (MA) shall receive a lump sum payment of two hundred fifteen dollars ($215) for every seven hundred fifty (750) hours actually worked with such users.

The hours effectively worked include overtime and exclude vacation days, sick days and other paid leave.

The hours worked that afford the employee a floating holiday or monetary compensation under appendices I, O and P of the collective agreement are excluded from the number of hours calculated for the purposes of the lump-sum amount.

The lump sum shall be paid when the employee has worked the number of hours provided for and shall not be prorated.

The lump sum payment shall not be eligible for purposes of pension plan calculations.

9.14 Terms and conditions for the application of the premiums provided for in clauses 9.15 to 9.22

The terms and conditions in this clause apply to the following premiums:

- Critical care premium (clause 9.15);
- Specific critical care premium (clause 9.16);
- Premium for employees in the office personnel and administrative technicians and professionals category working in the emergency department (clause 9.17);
- Premiums for employees working in youth centres (clause 9.18);
- Premiums for employees working in residences with continuous assistance (RAC) (clause 9.19);
- Premiums for employees working with users with severe behavioural disorders (clause 9.20);
- Premium for employees working with psychiatric patients (clause 9.21).

A) Eligibility for the different levels of premiums

An employee receiving a premium covered by this clause shall receive, according to the level, a percentage of their hourly wage plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H. This percentage is based on the number of hours paid per fourteen (14)-day period corresponding to one or more pay periods, as follows:

- Level 1: seventy (70) hours or more

- Level 2: forty-two (42) hours or more but less than seventy (70) hours;
- Level 3: less than forty-two (42) hours.

For the purposes of this clause and for the purposes of determining the applicable level, the hours compensated shall be considered. These hours include paid authorized leave, but exclude overtime hours, regardless of the work shift or job title in which these hours were worked.

A full-time employee in a job title with a work week of less than thirty-five (35) hours in the List of job titles shall be eligible for level 1, according to the terms and conditions set out in this clause, if they work all of the hours associated with their job title.

B) Payment of premium

An employee who is eligible for a premium covered by this clause shall receive the percentage corresponding to the level, applied to the number of hours actually worked, overtime hours, authorized paid leave and union leave without loss of pay or for which the employee receives compensation equivalent to what they would have received had they been at work in the services and departments in question.

9.15 Critical care premium

An employee in the nursing and cardiorespiratory care category or an employee who holds the job title of personal support worker, personal support worker team leader, pacification and safety intervention specialist or pacification and safety intervention specialist team leader shall receive the critical care premium or the enhanced critical care premium for the hours provided for in paragraph B of clause 9.14 in critical care, according to the terms and conditions set out in paragraph A of clause 9.14.

The critical care units in question are the coronary unit and the following services or departments:

- Emergency;
- Intensive care unit;
- Neonatal care unit;
- Burn unit;
- Quebec aeromedical evacuations (ÉVAQ).

The employee in question shall receive a premium based on the percentage associated with the applicable level:

Level 1	Level 2	Level 3
15%	14%	10%

9.16 Specific critical care premium

This clause applies to employees covered by the first (1st) paragraph of clause 9.15.

The services covered by this clause for the application of the specific critical care premium and the enhanced specific critical care premium are as follows:

- Operating room (including the recovery room);
- Obstetrical unit (only the operating room set up for caesarean sections);
- Obstetrical care units (mother-child);
- Hemodynamics;
- Brachytherapy.

The specific critical care premium applies to the hours provided for in paragraph B of clause 9.14 in the services and departments mentioned in the second (2nd) paragraph of this clause, according to the terms and conditions set out in paragraph A of clause 9.14.

The employee in question shall receive a premium based on the percentage associated with the applicable level:

Level 1	Level 2	Level 3
10%	7%	6%

9.17 Premium for employees in the office personnel and administrative technicians and professionals category working in the emergency department

An employee working in the emergency department in one of the job titles listed below shall receive a premium for the hours provided for in paragraph B of clause 9.14 in the emergency department, according to the terms and conditions set out in paragraph A of clause 9.14:

- Administrative officer, Class 1 – Administrative sector (5312);
- Administrative officer, Class 1 – Clerical sector (5311);
- Administrative officer, Class 2 – Administrative sector (5315);
- Administrative officer, Class 2 – Clerical sector (5314);
- Administrative officer, Class 3 – Administrative sector (5317);
- Administrative officer, Class 3 – Clerical sector (5316);
- Administrative officer, Class 4 – Administrative sector (5319);
- Administrative officer Class 4 – Clerical sector (5318);
- Medical secretary (5322).

The employee in question shall receive a premium based on the percentage associated with the applicable level:

Level 1	Level 2	Level 3
2.5%	1.0%	0.5%

9.18 Premiums for employees working in youth centres[1]

Employees in the paratechnical personnel and auxiliary services and trades personnel category assigned to user monitoring or rehabilitation activities at a youth centre and employees in the health and social services technicians and professionals category working at a youth centre shall receive a premium for the hours provided for in paragraph B of clause 9.14 in youth centres, according to the terms and conditions set out in paragraph A of clause 9.14 and according to the percentage associated with the applicable level:

Level 1	Level 2	Level 3
10%	7%	6%

Employees eligible for this premium cannot benefit from the premium for employees working with users with severe behavioural disorders provided for in clause 9.20.

Employees who hold a full-time position covered by this clause may convert part of this premium into one (1) day off per year, except for employees who benefit from the floating holidays provided for in Appendix O.

The terms and conditions are as follows:

- The reference year for the purpose of accumulation shall be July 1 to June 30.
- The choice of converting part of the premium into days off shall be made by the employee no later than thirty (30) days before the beginning of the reference year.
- The day off shall be chosen upon agreement with the employer.
- The employee shall be able to cash in the day off at the end of the reference year if they have not taken it.

9.19 Premiums for employees working in residences with continuous assistance (RAC)

Employees who work with users in residences with continuous assistance shall receive a premium for the hours provided for in paragraph B of clause 9.14 in this service according to the terms and conditions set out in paragraph A of clause 9.14. This premium shall also be paid to employees working with users in an internal unit of an intellectual disability rehabilitation centre.

The employee in question shall receive a premium based on the percentage associated with the applicable level:

Level 1	Level 2	Level 3
5%	3%	1%

1 Includes the Direction de la protection de la jeunesse (DPJ), but excludes the following services and departments: legal department, search and reunion service, family mediation and the university teaching network.

Employees eligible for this premium cannot receive a premium for employees working with users with severe behavioural disorders (clause 9.20).

Employees in sector of activity 7043 (Residential resources – continuous residential assistance (mental health)) shall receive, in addition to the premium for employees working in residences with continuous service, the monetary compensation of 2.2% provided for in Article 9 of Appendix I.

With the exception of employees covered by the preceding paragraph, employees who hold a full-time position covered by this clause may convert part of this premium into three (3) day off per year, except for employees who benefit from the floating holidays provided for in appendices I, O and P.

The terms and conditions are as follows:

- The reference year for the purpose of accumulation shall be July 1 to June 30.
- The choice of converting part of the premium into days off shall be made by the employee no later than thirty (30) days before the beginning of the reference year.
- The days off shall be chosen upon agreement with the Employer.
- Employees shall be able to cash in days off that are not taken at the end of the reference year.

9.20 Premium for employees working with users with severe behavioural disorders (SBD)

Employees who hold a job title and work in one of the sectors or subsectors of activity covered by Letter of Agreement no. 6 (Regarding employees working with users with severe behavioural disorders), shall receive a premium for the hours provided for in paragraph B of clause 9.14 worked with users with SBD according to the terms and conditions set out in paragraph A of clause 9.14.

The employee in question shall receive a premium based on the percentage associated with the applicable level:

Level 1	Level 2	Level 3
3.50%	2.25%	1.00%

9.21 Psychiatry premium

With the exception of employees working in psychiatric emergency departments covered by the critical care premium provided for in clause 9.15, rehabilitation, nursing care and monitoring attendants working in the settings provided for in articles 4 and 5 of Appendix I shall receive, for the hours provided for in paragraph B of clause 9.14, the psychiatry premium, according to the terms and conditions set out in paragraph A of clause 9.14.

The employee in question shall receive a premium based on the percentage associated with the applicable level:

Level 1	Level 2	Level 3
3.50%	2.25%	1.00%

This premium is separate from the professional development premium provided for in Article 2 of Appendix I (Special conditions for employees working in psychiatric hospitals and other targeted sectors of activity).

9.22 The parties may agree, by local arrangement, to convert the premiums provided for in the collective agreement into time off.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 For the purposes of articles 10 and 11 of this agreement, the term “grievance” shall also include any dispute concerning or directly related to working conditions.

10.02 One or more employees, alone or in the company of a union representative or the union as such, within thirty (30) calendar days after learning of the fact giving rise to the grievance, and within six (6) months of the occurrence of the fact giving rise to the grievance, shall submit the grievance in writing to the human resources manager or their representative, who shall respond in writing within five (5) days following receipt of the grievance.

However, the employee shall have six (6) months from the date of occurrence of the fact giving rise to the grievance to submit the grievance in writing to the human resources manager or their representative in the following cases, as well as the corresponding provisions in the appendices:

1. Years of prior experience;
2. Salaries and job titles;
3. Amount of salary insurance benefits;
4. Premiums and supplements.

10.03 Notwithstanding clause 10.02, a grievance involving psychological harassment must be filed within two (2) years of the last occurrence of the behaviour in question.

10.04 Depending on the case, the thirty (30)-day, six (6)-month and two (2)-year deadlines provided for in the previous clauses apply, except in cases where the parties agree in writing to extend them.

10.05 The date of the last fact giving rise to a grievance shall be the starting point for the calculation of the six (6)-month deadline.

10.06 Submitting the grievance in accordance with clause 10.02 shall in itself constitute a request for arbitration.

The parties to this collective agreement may agree, in writing, that an arbitration judgment to be rendered on a grievance concerning one or more establishments shall be applicable to several or all of the establishments covered by this collective agreement.

10.07 If several employees together or the union as such feel they have suffered prejudice, the union may submit the case in writing for investigation and consideration in accordance with the above-mentioned procedure. The union may also submit a grievance on behalf of the employee unless the employee objects.

10.08 An employee who leaves the employ of the employer without having collected all of the amounts due to them under this agreement can claim these amounts using the grievance and arbitration procedure.

ARTICLE 11

ARBITRATION

11.01 If the parties cannot arrive at a satisfactory solution after the five (5) days mentioned in clause 10.02, one or the other of the parties may request that the grievance be heard in arbitration by sending the other party written notice to this effect. In this case, it shall take this opportunity to notify the other party of its intention to use the regular or summary arbitration procedure described below. Both parties must agree to use the summary procedure, except in the case of grievances relating to one of the twenty-six (26) matters negotiated and agreed at the local or regional level provided for in Schedule A.1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, c. R-8.2), to which the summary procedure applies.

If the union fails to send the employer the above-mentioned notice within six (6) months after the grievance was filed, the grievance shall be deemed to have been withdrawn by the employee and the union.

The mediation procedure provided for in clause 11.25 may be used at any time.

Regular procedure

11.02 The parties shall appear before an arbitrator; however, they may agree to appear before an arbitrator with an assessor designated by each party.

11.03 In the case of arbitration with assessors, one or the other of the parties shall designate its assessor and inform the other party of their name. The party that is informed of the assessor's name shall then inform the first party of the name of its assessor. The two (2) assessors shall agree on a choice of arbitrator.

11.04 If an agreement cannot be reached concerning the choice of arbitrator, whether or not assessors are involved, one or the other of the parties shall ask the minister responsible for labour to appoint an arbitrator from the annotated list of arbitrators of the Comité consultatif du travail et de la main d'oeuvre (CCTM).

11.05 A) The assessors designated by each party are mainly tasked with assisting the arbitrator and representing their party during the hearing and deliberations.

B) Once appointed or selected, the arbitrator shall hold the first investigation and hearing session within thirty (30) days, unless the parties agree otherwise.

C) The arbitrator may proceed ex parte if one or the other of the parties does not appear on the day of the hearing without a reason deemed valid by the arbitrator.

D) The arbitrator shall render a written and justified decision within sixty (60) days following the end of the investigation and hearing. This deadline may be extended upon agreement by the parties.

11.06 The arbitrator may sit or deliberate in the absence of one of the assessors if the assessor was duly called to the hearing at least ten (10) days in advance and failed to provide a reason deemed satisfactory by the arbitrator.

11.07 The arbitrator has all the powers provided for in the Labour Code (CQLR, c. C-27).

11.08 If the arbitrator rules that an amount of money is payable, it may order that such amount bear interest at the rate provided for in the Labour Code as of the date the grievance was filed or the date on which the amount became payable, but never before the date the grievance was filed.

11.09 In all cases of disciplinary measures, if a grievance is submitted to an arbitrator, the arbitrator can:

a) reinstate the employee with full compensation;

b) uphold the disciplinary measure;

c) make any decision deemed fair under the circumstances, including, if applicable, establishing an amount of compensation or damages payable to which an unfairly treated employee might be entitled.

11.10 In all cases of grievances concerning an administrative measure provided for in clause 4.13, the arbitrator can:

a) reinstate the employee with full compensation;

b) uphold the administrative measure.

11.11 In all cases of grievances concerning disciplinary measures, the burden of proof shall lie with the employer.

11.12 Under no circumstances may the arbitrator modify the text of this collective agreement.

11.13 The arbitrator shall decide based on the evidence when the employee learned of the fact giving rise to the grievance if this date is challenged.

11.14 The arbitrator's decision shall be final and binding upon the parties.

11.15 When the grievance involves a monetary claim, the employee concerned may have the arbitrator hearing the grievance rule on the issue without having to determine the amount of money claimed in advance. If it is decided that the grievance is fully or partially justified and if the parties cannot agree on the amount to be paid, the arbitrator may be asked to rule on the amount in a simple written notice; copy of the notice shall be sent to the other party. In this case, the provisions of this article shall apply.

11.16 In the case of a grievance concerning criteria for obtaining a position, the burden of proof shall lie with the employer.

Summary procedure

11.17 The rules provided for in clauses 11.01 to 11.16 shall apply to the summary procedure, except where modified by the following clauses.

11.18 The hearing shall be held before an arbitrator selected by the parties at the local level; the arbitrator may be designated by the parties for the entire term of the agreement, if the parties so desire. If an agreement cannot be reached concerning the choice of arbitrator, one or the other of the parties shall ask the minister responsible for labour to appoint an arbitrator from the CCTM's annotated list of arbitrators.

11.19 Grievances filed using this procedure shall be limited to a one (1)-day hearing. At the request of one or the other of the parties, the arbitrator may decide to extend the hearing.

11.20 The arbitrator shall hear the grievance in detail before rendering a decision concerning a preliminary objective, unless they can settle it immediately. The parties cannot submit documents after the hearing.

11.21 The arbitrator's decision shall constitute a special case and shall not be used as jurisprudence. The arbitrator's decision shall be binding on the parties.

11.22 The arbitrator shall hold the hearing within fifteen (15) days following the date of their acceptance of the file, and shall render a decision in writing within the next ten (10) days.

11.23 In the case of a grievance concerning workload, the arbitrator may assess whether there is a work overload.

The arbitrator has the power to order the employer to take measures to rectify the situation. The choice of methods shall remain exclusively with the employer.

At the union's request, the arbitrator shall sit between the thirtieth (30th) and the sixtieth (60) day following the decision in order to establish whether the employer's methods eliminated the work overload. If the employer's methods did not eliminate the work overload, the arbitrator shall impose methods by decree.

11.24 When the union contests the creation of a merged position, the employer shall submit the case to arbitration, and the arbitrator, appointed in accordance with the arbitration procedure, shall hear the case in priority over all other grievances. The burden of proof shall lie with the employer.

Mediation procedure

11.25 When a party makes known its intention to use the mediation procedure to settle one or more grievances, the other party shall, within the next fifteen (15) days, notify the first party of its consent or non-consent. If there is an agreement, the parties shall proceed as follows:

The parties shall agree on a choice of mediator. If they cannot agree on a choice of mediator, the regular arbitration procedure or, if applicable, the summary arbitration procedure shall apply.

The local parties may agree on all the procedures surrounding the mediation.

If the parties are unable to settle the dispute during the mediation procedure, they may then agree to use the regular or summary arbitration procedure.

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

In all cases, the amounts incurred to appoint the mediator and to pay their fees and expenses, shall be assumed jointly and equally by the employer and the union.

Preparatory conference

11.26 When a grievance concerns a measure that permanently changes the employment relationship, a suspension of five (5) days or more, or psychological harassment or discrimination,

the parties and the arbitrator shall hold a preparatory telephone conference forty-five (45) days before the date scheduled for the hearing or within an agreed-upon time frame.

At the preparatory conference, the parties shall present the following elements:

1. A general overview of the manner in which the parties intend to present their evidence;
2. The list of documents they intend to submit;
3. The number of witnesses they intend to call;
4. The nature of the expert testimony and the experts called to testify, if applicable;
5. The expected duration of their case;
6. The admissions of the parties;
7. The preliminary objections;
8. The means of proceeding quickly and effectively with the hearing, including the scheduled hearing dates.

If it is necessary for one party to make a change to one of the above elements to support its case, it must first notify the arbitrator and the other party.

11.27 The arbitrator's fees and expenses shall be assumed by the party that submitted the grievance if it is rejected, or by the party to which the grievance was submitted, if it is upheld. If the grievance is partially upheld, the arbitrator shall determine the proportion of expenses and fees payable by each party.

Each party shall be responsible for the expenses and fees of its assessor.

However, in the case of a grievance submitted to arbitration using the procedure for settling disability-related disputes provided for in clause 23.39 of the collective agreement, and in the case of a grievance concerning dismissal, the fees and expenses of the arbitrating doctor or arbitrator, with the exception of those provided for in clause 11.28, shall not be payable by the union or the employee.

11.28 In all cases, the fees and expenses related to the postponement of a hearing or the withdrawal of a grievance shall be payable by the party that requested the postponement or that withdrew the grievance.

11.29 Notwithstanding any other provisions of the collective agreement, in the case of a dispute other than a grievance submitted to a third party, the fees and expenses of the third party shall be assumed equally by the employer and the union.

ARTICLE 12

SENIORITY

12.01 An employee may exercise their seniority right once they have completed their probation period.

12.02 Seniority is expressed in calendar years and days.

12.03 Once the employee has completed the probation period, the date they started work shall be used as the starting point for calculating seniority.

12.04 Seniority of part-time employees shall be calculated in calendar days. A part-time employee shall be entitled to 1.4 days of seniority per regular day of work associated with the job title, one (1) day of annual vacation taken and one (1) statutory holiday. For the purposes of calculating statutory holidays, 1.4 days of seniority shall be added to the employee's seniority at the end of each accounting period (thirteen (13) periods a year).

When a part-time employee works a number of hours different from the number associated with the job title in one (1) regular workday, the employee's seniority shall be calculated for that day based on the number of hours worked with respect to the number of hours in the regular workday, multiplied by 1.4.

Overtime hours are excluded from the calculation of seniority.

12.05 A part-time employee cannot accumulate more than one (1) year of seniority per fiscal year (April 1 to March 31).

12.06 Each time there is a need to compare the seniority of a full-time employee with that of a part-time employee, the part-time employee cannot be granted more seniority than the full-time employee for the period between April 1 and the date of the comparison.

12.07 Upon request by the employee, the employer shall inform them of their accumulated seniority.

12.08 Within sixty (60) calendar days following the effective date of the collective agreement, and then each year, within fourteen (14) days following the end date of the pay period that includes March 31, the employer shall give the union a list of all employees covered by the bargaining certificate. The list shall contain the following information:

- Name;
- Address;
- Telephone number;
- Email address;
- Date the employee started working;
- Service or department;
- Job title;

- Salary;
- Status (full-time, part-time);
- Seniority accumulated as of March 31;
- Seniority accumulated in the past year;
- Shift;
- Employee number.

No later than September 30 of each year, the employer shall send the union the new addresses and phone numbers of the above-mentioned employees who moved since the production of the first list.

12.09 This list, minus the employees' addresses, phone numbers, email addresses and salaries, shall be posted in the usual places at each of the establishment's facilities for a period of sixty (60) calendar days, during which any employee concerned or the employer may request that it be corrected. At the end of the sixty (60) calendar days, the list shall become the official seniority list, subject to challenges made during the posting period.

If an employee is absent during the posting period, the employer shall send them written notice indicating their seniority. Within sixty (60) days of receipt of this notice, the employee may challenge their seniority.

12.10 Full-time employees shall retain and continue to accumulate seniority in the following cases:

1. Layoff, in the case of an employee benefiting from the provisions of clause 15.03;
2. Layoff, for twelve (12) months, in the case of an employee not benefiting from the provisions of clause 15.03;
3. Leave for disability other than a work accident or an occupational disease (mentioned below) for twenty-four (24) months;
4. Leave for a work accident or occupational disease recognized as such under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);
5. Authorized leave, unless otherwise indicated in this agreement;
6. Leave provided for in the provisions respecting parental leave (maternity, paternity, adoption).

12.11 Part-time employees shall benefit from the provisions of the preceding clause in proportion to the average number of days of seniority accumulated per week in the past twelve (12) months of service or since the date they started working for the employer, whichever is later. These days shall be accumulated incrementally.

12.12 The employee shall retain their seniority in the case of a secondment. The seniority accumulated during the secondment shall be recognized once the employee returns to the establishment.

12.13 Employees shall retain their seniority during leave for a disability other than a work accident or occupational disease (mentioned above) from the twenty-fifth (25th) to the thirty-sixth (36th) month of such leave.

An employee who resigns from their position to register on the recall list shall retain their seniority.

12.14 Employees shall lose all seniority and their job in the following cases:

1. Voluntary resignation;
2. In the case of a student, a return to school full-time shall constitute a resignation. Only students hired to replace employees during the vacation period are affected by this paragraph;
3. Dismissal;
4. The refusal or neglect of an employee on the recall list to indicate their availability after receiving thirty (30) days' notice from their employer to that effect. The notice shall be sent by registered mail to the employee's last known address, and a copy shall be sent to the union;
5. Layoff exceeding twelve (12) months, except for employees covered by clause 15.03;
6. Leave for disability other than a work accident or an occupational disease (mentioned above) after the thirty-sixth (36th) month of leave.

12.15 Employees shall lose their seniority, without losing their job, in the following case: leave exceeding three (3) consecutive workdays without giving notice or without a reasonable excuse.

12.16 An employee may exercise their seniority right with respect to all jobs in the bargaining unit, in accordance with the rules of this agreement, and shall retain their seniority when they change status.

The local parties may, with respect to a provision that may be subject to a local arrangement under this collective agreement or with respect to a stipulation negotiated and agreed upon at the local level, agree to apply seniority across all bargaining units.

12.17 The provisions concerning seniority shall apply to full-time and part-time employees. Full-time and part-time employees shall accumulate seniority in accordance with the provisions of this article for the purpose of acquiring rights under this collective agreement.

ARTICLE 13

HUMAN RESOURCE DEVELOPMENT AND PROFESSIONAL PRACTICE DEVELOPMENT BUDGETS

Human resource development

13.01 From April 1 to March 31 of each year, the employer shall devote an amount equivalent to a percentage of the payroll[1] to human resource development for all employees in the bargaining unit, to be determined as follows:

- Nursing and cardiorespiratory personnel: 1.34%
- Paratechnical personnel and auxiliary services and trades personnel: 0.50%
- Office personnel and administrative technicians and professionals: 0.55%
- Health and social services technicians and professionals: 1.25%

This amount cannot be below one hundred dollars ($100).

13.02 If, over the course of a given year, the employer does not use the entire amount determined, the remainder shall be added to the amount to be allocated to these activities the next year.

Professional development of employees in the health and social services technicians and professionals category

13.03 From April 1 to March 31 of each year, the employer shall devote a budget equivalent to 0.28% of the payroll[1] for all employees in the bargaining unit specifically for the professional development of employees in the health and social services and technicians and professionals category.

The parties shall agree by local arrangement on the use of the budget devoted to professional development.

1 The payroll is the amount paid, for the previous fiscal year, for the base salary provided for in the List of job titles, descriptions and salary rates and scales for the health and social services network, leave with pay, sick days and salary insurance, plus fringe benefits paid as a percentage (vacation, statutory holidays, sick days and, if applicable, salary insurance) to part-time employees. Supplements, premiums and additional compensation are excluded from the calculation of the payroll.

ARTICLE 14

LAYOFF PROCEDURE

I SPECIAL MEASURES

14.01 1) Change of vocation with the creation of a new establishment, or integration into one or more establishments with the same vocation serving the same population (whether or not a new legal entity is created)

A) As long as there is an equal or greater number of positions to fill in the same job title and the same status, employees with employment security shall select a position, in order of seniority, in their establishment or in another establishment. If they do not make a selection, they shall be registered on the recall list of the establishment changing vocation.

B) If the number of positions to fill with the same job title and status is less than the number of employees with employment security in this job title and status, the employees shall select a position with the same status, in order of seniority, in their establishment or in another establishment, in the following order:

1. In the same job title;
2. If there are no positions available in the same job title, the employees shall select a position in the same sector of activity, provided they meet the normal requirements of the job.

However, the application of the provisions set out in subparagraph 2 shall not result in preventing an employee with employment security to select a position in their own job title.

If they do not make a selection, they shall be registered on the recall list of the establishment changing vocation.

C) If there are still positions to be filled, employees who hold a position but who do not have employment security shall select a position, in order of seniority, in their establishment or in another establishment. They shall select a position with the same job title and status. Otherwise, they shall select a position in another job title in the same sector of activity provided they meet the normal requirements of the job. If they do not make a selection, they shall be registered on the recall list of the establishment changing vocation.

D) Until the new organizational plan takes effect, when the employer abolishes a position in a service or department, the employee in that job title and status with the least seniority shall be the employee affected. If this employee selected a position in another establishment, they shall be transferred to that establishment in the position they selected as soon as they can start work. In the meantime, employees with employment security shall be registered on the replacement team in their establishment, and those who do not have employment security shall be registered on the recall list in their establishment.

Employees who were unable to obtain a position shall be laid off and registered, if applicable, with the provincial labour service (SNMO).

2) Change of vocation without the creation of a new establishment, or integration into another establishment

A) As long as there is an equal or greater number of positions to fill in the same job title and the same status, employees with employment security shall select a position in order of seniority. If they do not make a selection, they shall be registered on the recall list.

B) If the number of positions to fill with the same job title and status is less than the number of employees with employment security in this job title and status, the employees shall choose, in order of seniority, to remain at the establishment or to leave.

However, if the number of employees with employment security who choose to remain at the establishment is insufficient to fill all of the positions available, the positions shall be filled by the employees with employment security with the same job title and status who have the least seniority.

Until the new organizational plan takes effect, when the employer abolishes a position or closes a service or department, and when the employee in question has employment security and chooses to leave the establishment, the employee shall be laid off. If the employee in question chooses to remain at the establishment, they shall take the position of the employee with the same job title and status with the most seniority in the establishment who chose to leave. If not enough employees choose to leave, the employee in question shall take the position of the employee with the same job title and status with the least seniority in the establishment. If the employee whose position is abolished or whose service or department is closed does not have employment security, they shall take the position of the employee in the same sector of activity and status with the least seniority in the establishment, provided they meet the normal requirements of the job. The employee thus affected or the employee who was unable to obtain a position shall be laid off.

When the new organizational plan takes effect, employees with employment security who remain at the establishment shall select, among the positions to be filled, in order of seniority, a position with the same status in the order provided for in paragraph B of clause 14.01-1.

If they do not make a selection, they shall be registered on the recall list.

C) If there are still positions to be filled, employees who hold a position but who do not have employment security shall select a position in order of seniority. They shall select a position with the same job title and status. Otherwise, they shall select a position in another job title in the same sector of activity provided they meet the normal requirements of the job. If they do not make a selection, they shall be registered on the recall list.

Employees who were unable to obtain a position shall be laid off and registered, if applicable, with the SNMO.

14.02 1) Complete closure of an establishment with the creation or integration of the establishment or part of the establishment into one or more other establishments

A) As long as there is an equal or greater number of positions to fill with the same job title and status, employees with employment security shall select a position, in order of seniority, in another establishment. If they do not make a selection, they shall be deemed to have resigned.

B) If the number of positions to fill with the same job title and status is less than the number of employees with employment security in this job title and status, the employees shall select a position, in order of seniority, in another establishment, in the order provided for in paragraph B of clause 14.01-1. If they do not make a selection, they shall be deemed to have resigned.

Until the date the establishment permanently closes, if the employer abolishes a position in a service or department, the employee with the job title and status with the least seniority in the service or department shall be laid off. If this employee selects a position in another establishment and the position is vacant, they shall be transferred to that position. If the employee whose position is abolished does not have employment security, they shall take the position of the employee in the same sector of activity and status with the least seniority in the establishment, provided they meet the normal requirements of the job. The employee thus affected or the employee who was unable to obtain a position shall be laid off.

C) If there are still positions to be filled, employees who hold a position but who do not have employment security shall select a position, in order of seniority, in another establishment. They shall select a position with the same job title and status. Otherwise, they shall select a position in another job title in the same sector of activity provided they meet the normal requirements of the job. If they do not make a selection, they shall be deemed to have resigned.

Employees who were unable to obtain a position shall be laid off and registered, if applicable, with the SNMO.

2) Complete closure of an establishment without the creation of a new establishment or integration into another establishment

Until the date the establishment permanently closes, if the employer abolishes a position in a service or department, the employee with the job title and status with the least seniority in the service or department shall be laid off. If the employee whose position is abolished does not have employment security, they shall take the position of the employee in the same sector of activity and status with the least seniority in the establishment, provided they meet the normal requirements of the job. The employee thus affected or the employee who was unable to obtain a position shall be laid off.

On the date the establishment permanently closes, employees still employed at the establishment shall be laid off and registered, if applicable, with the SNMO.

14.03 Complete or partial closure of one or more services or departments with the creation or integration of these services or departments or parts thereof into one or more establishments with the same vocation serving the same population

When the employer completely closes a service or department, the employees of that service or department shall be the ones affected.

When the employer partially closes a service or department, the employees with the least seniority with the job title and status in question shall be the ones affected.

Employees whose position is abolished shall select a position, in order of seniority, in the same job title and status in another establishment, depending on the positions available.

However, if the number of positions to be filled with the same job title and status is less than the number of employees with employment security whose position has been abolished, these employees shall choose, in order of seniority, either to take advantage of the bumping and/or layoff procedure or to fill a position available in another establishment. If there are still positions available, they shall be filled by the employees with employment security with the least seniority.

Employees who refuse the transfer shall be registered on the recall list for their establishment.

If there are no positions available with the same job title and status, the other employees shall be subject to the bumping and/or layoff procedure.

14.04 Merger of establishments

On the date of the merger, employees shall be transferred to the new establishment.

A) If the organizational plan resulting from the merger provides for the partial closure of a service or department with the creation or integration into one or more other services or departments, the provisions provided for in clause 14.05 apply.

B) If the organizational plan resulting from the merger provides for the closure of a service or department with the creation or integration into one or more other services or departments, the bumping and/or layoff procedure applies.

C) If the organizational plan resulting from the merger provides for the closure of a service or department with the creation or integration into one or more other services or departments or the merger of services or departments, the provisions provided for in clause 14.07 apply.

14.05 Complete or partial closure of one or more services or departments with the creation or integration into one or more other services or departments

When the employer completely closes a service or department, the employees of that service or department shall be the ones affected.

When the employer partially closes a service or department, the employees with the least seniority with the job title and status in question shall be the ones affected.

Employees whose position is abolished shall select a position, in order of seniority, with the same job title and status in another establishment, depending on the positions available.

However, if the number of positions to be filled with the same job title and status is less than the number of employees with employment security whose position has been abolished, these employees shall choose, in order of seniority, either to take advantage of the bumping and/or layoff procedure or to fill a position available in another service or department. If there are still positions available, they shall be filled by the employees with employment security with the least seniority.

Employees who refuse the transfer shall be registered on the recall list for their establishment.

If there are no positions available with the same job title and status, the other employees shall be subject to the bumping and/or layoff procedure.

14.06 Closure of one or more services or departments without the creation or integration into one or more other services or departments

In the case of the closure of one or more services or departments, the bumping and/or layoff procedure applies.

14.07 Merger of services or departments

Employees shall be transferred to the same job title and status in the new service or department, depending on the positions available.

If the number of positions to be filled is less than the number of employees in question, the positions shall be filled, in order of seniority, by the employees in the same job title and status. If the employees refuse, they shall be registered on the recall list.

If there are no positions available with the same job title and status, the other employees shall be subject to the bumping and/or layoff procedure.

14.08 In the context of the special measures provided for in clauses 14.01 to 14.07, at the request of one or the other of the parties, the parties shall meet to agree, if applicable, on alternatives to reduce the impact on employees. They may also agree, by local arrangement, on other measures for applying clauses 14.05 to 14.07.

14.09 In the cases provided for in clauses 14.01 to 14.04, the employer shall give at least two (2) months' written notice to the SNMO, the provincial joint committee on employment security, the union and the employee.

14.10 In the cases provided for in clauses 14.05 to 14.07, the employer shall give at least two (2) months' written notice to the union and the employee.

Except for the employee, the notice provided for in clauses 14.09 and 14.10 shall include the names, addresses and job titles of the employees in question. Notice to the SNMO shall also include the employees' phone numbers.

Notice sent to the union shall also include the following information:

- Time frame;
- Nature of the changes;
- Any other information relevant to the change.

An employee who is laid off shall receive at least two (2) weeks' written notice.

14.11 Employee transfers resulting from the application of clauses 14.01 to 14.07 shall take place within a radius of seventy kilometres (70 km) of their home base or their home.

However, an employee who is transferred outside a fifty (50)-kilometre radius of their home base or home shall benefit from the reassignment premium provided for in Article 15 and the moving expenses provided for in Article 16, if applicable.

To be entitled to these reimbursements, the employee must move within six (6) months following the date they begin work in the new position.

14.12 For the purposes of applying this article, the term "establishment" shall include a community service.

14.13 An establishment that takes over and/or creates one or more new services or departments cannot hire applicants from outside if this deprives the employees in one or more former services and departments of a position in the new establishment, service or department.

An employee who is transferred to a new establishment following the application of a special measure provided for in this article shall maintain the seniority they held with their former employer.

14.14 For the purposes of applying the measures provided for in this article, employees shall be transferred by status.

In the case of a part-time employee, these provisions shall apply to positions involving a number of hours equal to or greater than the number of hours in the position they currently hold.

14.15 In the context of the special measures provided for in clauses 14.01 to 14.07, the employer shall post the list of available positions for a period of seven (7) days.

14.16 At the end of the notice period, with the exception of the notice period provided for in the provisions of clause 14.02, an employee who is laid off must apply the bumping and/or layoff procedure before benefiting from the provisions of Article 15, if applicable.

14.17 Abolishment of one or more positions

In the case of the abolishment of one or more non-vacant positions, the employer shall give at least four (4) weeks' written notice to the union, indicating the positions to be abolished. This notice may also contain any other information relating to the abolishment. At the request of one or the other of the parties, the parties shall meet to agree, if applicable, on alternatives to reduce the impact on employees.

The bumping and/or layoff procedure applies.

II BUMPING AND/OR LAYOFF PROCEDURE

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

a) take into account the seniority of the employees, provided they meet the normal requirements of the job;

b) take into account the employees' status;

c) ensure that, at the end of the bumping and/or layoff procedure, the employee laid off is the one with the least seniority once the two criteria provided for in paragraphs a and b have been taken into account. This provision shall apply only in cases where all employees affected by the bumping and/or layoff procedure have employment security.

Unless the parties agree otherwise by local arrangement, bumping shall take place within a radius of fifty kilometres (50 km) of the home base or home of the employee in question. If there is no possibility of bumping for the employee in question within the fifty-kilometre (50-km) radius, the applicable radius shall be seventy kilometres (70 km).

14.19 A full-time or part-time employee who bumps a part-time employee shall earn a salary proportionate to their work hours.

14.20 In all cases, an employee who bumps another employee outside a fifty-kilometre (50-km) radius of their home base or home shall benefit from the reassignment premium provided for in Article 15 and the moving expenses provided for in Article 16, if applicable. To be entitled to these reimbursements, the employee must move within six (6) months following the date they begin work in the new position.

14.21 The salary of an employee affected by the provisions of this article shall be set in accordance with clauses 7.02 to 7.06. Unless otherwise indicated in this article, in no case shall the employee earn a lower salary.

14.22 If, following the application of the bumping and/or layoff procedure, employees benefiting from clause 15.02 or 15.03 are effectively laid off, these employees shall be reassigned to another position using the mechanism provided for in Article 15. The other employees shall be registered on the establishment's recall list.

Definition of radius

14.23 For the purposes of applying this article, the fifty-kilometre (50-km) or seventy-kilometre (70-km) radius shall be calculated by road (that being the normal route), with the employee's home base or home as the point of departure.

ARTICLE 15

EMPLOYMENT SECURITY

An employee affected by clause 15.02 or 15.03 who is laid off following the application of the bumping and/or layoff procedure following the complete closure of their establishment or the total destruction of their establishment by fire or otherwise, shall benefit from the provisions of this article.

15.01 Replacement team

A) An employee benefiting from clause 15.03 who is laid off following the application of the provisions of Article 14 shall be registered on the replacement team of their establishment. When the employee is included in the work schedule, they shall benefit from the provisions of the collective agreement. However, in this case, the employee's compensation cannot be less than the layoff benefit provided for in clause 15.03.

B) The employees on the replacement team shall be included in the work schedule in accordance with their status (full-time, part-time) prior to the layoff, and they must report for work.

C) Employees on the replacement team shall be assigned to duties in a comparable job title, within the meaning of clause 15.05, provided they meet the normal requirements of those duties.

D) Assignments to a full-time position shall be awarded in priority to full-time employees, regardless of the seniority of the part-time employees.

E) Employees on the replacement team cannot refuse the proposed assignment.

F) For the first twelve (12) months following the date of their layoff, the employer may assign employees on the replacement team outside a radius of fifty kilometres (50 km), but within a radius of seventy kilometres (70 km) of their home base or home.

After the first twelve (12) months following the date of their layoff, the employer may assign employees on the replacement team outside a radius of seventy kilometres (70 km) of their home base or home.

The following conditions shall apply to these assignments:

1. Employees shall be entitled to the travel and accommodation expenses provided for in Article 27 (Travel allowances).
2. Employees shall be assigned to replacements involving at least five (5) working days.
3. Employees can only be assigned to a short replacement (one (1) month at most), limiting the number of assignments to four (4) non-consecutive assignments a year.

4. Employees cannot remain on such assignment and shall be reassigned to a replacement position within the radius of fifty kilometres (50 km) or seventy kilometres (70 km), as the case may be, as soon as a replacement position becomes available, notwithstanding the rules of seniority set out in this clause.
5. Replacements outside the radius of fifty kilometres (50 km) or seventy kilometres (70 km), as the case may be, shall be the exception.

15.02 An employee with between one (1) and two (2) years of seniority who is laid off shall benefit from preferential employment in the health and social services sector. The employee's name shall be registered on the provincial labour service (SNMO) list, and the replacement shall be assigned according to the mechanisms provided for in this article.

The employee shall receive at least two (2) weeks' written notice of layoff. A copy of the notice shall be sent to the union.

During the waiting period, the employee shall not accumulate sick days, vacation days or statutory holidays.

In addition, the employee shall not receive any benefits during the waiting period, and shall not be entitled to the reassignment premium, moving or subsistence expenses or the severance pay provided for in this article.

An employee covered by the first (1st) paragraph of this clause who was laid off following the application of the bumping and/or layoff procedure shall be registered on the establishment's recall list.

15.03 An employee with two (2) years of seniority or more who is laid off shall be registered with the SNMO and shall benefit from the employment security plan provided they have not been reassigned to another position in the health and social services sector in accordance with the procedures provided for in this article.

The employment security plan shall include only the following benefits:

1. Reassignment in the health and social services sector;
2. Layoff benefit;
3. Continuity of the following benefits:
    a) Uniform life insurance plan;
    b) Basic health insurance plan;
    c) Salary insurance plan;
    d) Pension plan;
    e) Accumulation of seniority in accordance with the terms and conditions of this collective agreement and this article;
    f) Vacation plan;
    g) Transfer of their bank of sick leave and vacation days accumulated at the time of their reassignment with a new employer, minus the number of days used during the waiting period;
    h) The parental rights provided for in Article 22.

Union dues shall continue to be deducted.

The layoff benefit shall be equivalent to the salary for the employee's job title or the employee's out-of-scale salary, if applicable, at the time of the layoff.

A part-time employee shall receive, during the period during which they have not been reassigned, a layoff benefit equivalent to their average weekly salary earned for the hours worked in the past twelve (12) months of service. However, this benefit cannot be less than the salary corresponding to the regular hours in the position they held when they were laid off.

The benefit shall be adjusted on the date of statutory increase and the date they move up on the scale, if applicable.

Evening shift, night shift, split shift, seniority and responsibility premiums and premiums for inconveniences not actually suffered are not taken into account in calculating the layoff benefit.

15.03 A For the purposes of calculating the layoff benefit for part-time employees, the regular hours in a part-time position correspond to the weekly average number of hours indicated at the time of posting plus, if applicable, the weekly average of other hours worked in said position by the employee who held the position or by another employee in the past twelve (12) months.

For the purposes of applying the preceding paragraph, the hours worked on limited assignments or to meet a temporary increase in workload and overtime hours are not taken into account in the calculation.

If the part-time position was created less than twelve (12) months ago, the average is calculated based on the number of weeks elapsed since its creation.

15.04 For the purposes of acquiring the right to employment security or preferential employment, seniority is not accumulated in the following cases:

1. Layoff;
2. Authorized leave without pay after the thirtieth (30th) day of leave, with the exception of the types of leaves provided for in clauses 22.13, 22.14, 22.15, 22.19, 22.19A, 22.21A and 22.22A;
3. Leave for illness or accident after the ninetieth (90th) day of leave, with the exception of work accidents and occupational diseases recognized as such under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);
4. For employees who do not hold a position in the establishment. However, when the employee obtains a position, their accumulated seniority shall be recognized for the purposes of employment security or preferential employment, subject to the limits set out in the preceding paragraphs.

15.05 Reassignment procedure

Employees shall be reassigned based on seniority, which applies to positions in the reassignment area for which the employee meets the normal requirements of the job. The requirements of the job must be related to the duties involved.

For the first twelve (12) months following the date the employee was laid off, the applicable reassignment area shall be within a radius of fifty kilometres (50 km). After this period, the applicable reassignment area shall be within a radius of seventy kilometres (70 km).

The reassignment area is a geographical area bordered by a fifty-kilometre (50-km) or seventy-kilometre (70-km) radius, as the case may be, calculated by road (that being the normal route), with the employee's home base or home as the point of departure.

Employees shall be reassigned according to the following procedure:

Section I – Reassignment to a comparable position[1]

A) A full-time employee benefiting from clause 15.03 shall be considered to have applied for any comparable position with the same status for which they meet the normal requirements of the job, which becomes vacant or is newly created in the establishment in which they work within the applicable reassignment area, based on the amount of time elapsed since the layoff date. In the case of a part-time employee, this applies to all comparable positions for which they meet the normal requirements of the job involving a number of hours equal to or greater than the number of hours in the position they held.

B) If an employee is the only applicant, or is the applicant with the most seniority, they shall be awarded the position. If the employee refuses, they shall be registered on the establishment's recall list.

C) If another applicant for the position has more seniority than the employee benefiting from clause 15.03, the employer shall award the position in accordance with the provisions respecting voluntary transfers, provided the applicant is leaving a comparable position that is accessible to the employee with the most seniority benefiting from clause 15.03.

D) Otherwise, the position shall be awarded to the applicant with the most seniority on the replacement team. If the employee refuses, they shall be registered on the establishment's recall list.

E) The rules set out in the preceding paragraphs shall apply to other vacant positions resulting from promotions, transfers or demotions, up until the end of the process, in accordance with the provisions respecting voluntary transfers.

F) If the position to be awarded to an employee benefiting from clause 15.03 is located more than fifty kilometres (50 km) from their home base or home, the following provisions shall apply:

1. The employee may refuse the position, provided there is another employee benefiting from clause 15.03 with less seniority who meets the normal requirements of the job and for whom the position is a comparable position located in the applicable reassignment area depending on the amount of time elapsed since their layoff. In this case, the position shall be awarded to the latter employee.

1 A comparable position within the establishment.

2. If there is more than one position that can be awarded to the employee, the employee shall be reassigned to the position at the location most advantageous to the employee.
3. A postponement of the employee's reassignment to such position may be granted if the replacement needs ensure the employee continuous work and if a comparable vacant position in the establishment located in the applicable reassignment area depending on the amount of time elapsed since their layoff will become accessible within a given time frame.
4. The local parties may agree on other measures to the same effect in order to mitigate the impact of the reassignment of an employee benefiting from clause 15.03 to a position in the establishment located outside a radius of fifty kilometres (50 km).

G) Until the reassignment takes effect, the employee may be assigned to a comparable vacant or newly created part-time position for which they meet the normal requirements of the job and whose number of hours is less than the number of hours associated with the position they held. During this period, the position shall not be subject to the provisions respecting voluntary transfers.

H) An employee thus affected shall continue to be covered by the provisions of this article. The employee shall be registered on the replacement team to complete their work week or, in the case of a part-time employee, up to the number of hours used to calculate their layoff benefit.

Section II – Reassignment to an available comparable position[1]

A) An employee benefiting from clause 15.03 must accept any available comparable position offered in the applicable reassignment area depending on the amount of time elapsed since their layoff.

B) However, an employee affected by clause 15.03 may refuse the position offered, provided there is another employee affected by the same clause with less seniority within the applicable reassignment area depending on the amount of time elapsed since the date of their layoff who meets the normal requirements of the job and for whom the position is comparable.

C) The offer made to the employee with less seniority must be included in a written notice granting the employee five (5) juridical days to make a choice.

D) The SNMO may oblige an employee affected by the complete closure of an establishment or the total destruction of an establishment by fire or otherwise to move if there are no other establishments in the applicable reassignment area provided for in clause 15.05.

The SNMO may also oblige the employee to move if there are no comparable positions in the applicable reassignment area provided for in clause 15.05.

In such cases, the employee shall move as close as possible to their home base or home, and shall benefit from the reassignment premium provided for in clause 15.10, as well as moving expenses, if applicable.

1 An available comparable position in the establishment or in another establishment.

E) A part-time employee shall be reassigned to an available comparable position provided that the number of hours of work per week associated with the position is equal to or greater than the average number of hours the employee worked in the twelve (12) months preceding their layoff.

F) A full-time employee who is exceptionally reassigned to a part-time position shall not earn a salary lower than the salary associated with position they held before they were laid off.

G) An employee who is offered a position under the above-mentioned terms and conditions may refuse such position. If the employee refuses, they shall be registered on their establishment's recall list subject to the choices available under the preceding paragraphs. If the establishment no longer exists, the employee's refusal shall be deemed to be a voluntary resignation from their job, subject to the choices available under the preceding paragraphs.

H) The employer may offer an employee on the replacement team who so requests a postponement to their reassignment to another establishment if the replacement needs ensure the employee continuous work and a vacant comparable position in the establishment will be accessible within a given time frame.

Section III – Available position

A) For the purposes of applying this article, a full-time or part-time position shall be deemed to be available when no one has applied for it, when the employees who applied for it do not meet the normal requirements of the job, or when the position should be awarded, under the provisions respecting voluntary transfers, to a part-time employee with less seniority than an employee affected by clause 15.03 and registered with the SNMO.

B) No establishment may assign a part-time employee with less seniority than an employee affected by clause 15.03 who is registered with the SNMO or hire an applicant from outside for a full-time or part-time available position as long as employees affected by clause 15.03 and registered with the SNMO meet the normal requirements of the job for that position.

Section IV – Comparable position

For the purposes of applying this article, a position shall be deemed to be comparable if the position offered under the preceding paragraphs is in the same sector of activity as the position the employee left. These sectors are as follows:

1. Nurse;
2. Certified technician;
3. Paratechnical personnel;
4. Auxiliary services personnel;
5. Office personnel;
6. Trades personnel;

7. Social work personnel (social aides, social assistance technicians, contributions technicians);
8. Education and rehabilitation personnel (educators, specialized education technicians)
9. Licenced practical nurses;
10. Professionals.

Section V – Miscellaneous provisions

15.06 The employee must meet the normal requirements of the job in any position to which they are reassigned. It is up to the new employer to demonstrate that the applicant reassigned by the SNMO is unable to meet the normal requirements of the job.

15.07 An employee benefiting from clause 15.03 may ask to be reassigned in a non-comparable position in their establishment, provided they meet the normal requirements of the job.

15.08 An employee required to move under this article shall receive written notice and shall have five (5) juridical days to make a choice. A copy of the notice shall be sent to the union.

15.09 An employee benefiting from clause 15.03 may accept a job outside the applicable reassignment area depending on the amount of time elapsed since their layoff. An employee who accepts a job outside a radius of seventy kilometres (70 km) from their home base or home shall benefit from a reassignment benefit equivalent to three (3) months' salary, as well as moving expenses, if applicable.

15.10 Subject to clause 15.09, all employees benefiting from clause 15.03 who are reassigned within the meaning of this article outside a radius of fifty kilometres (50 km) from their home base or home shall benefit from the reassignment premium and shall be entitled, if they must move, to the moving expenses provided for in the Conseil du trésor regulation appearing in Article 16 or to the allowances provided for by the federal labour mobility program, if applicable.

15.11 A part-time employee benefiting from clause 15.03 shall receive the reassignment premium in proportion to the number of hours worked in their last twelve (12) months of service.

15.12 An employee benefiting from clause 15.03 shall cease to receive their layoff benefit once they are reassigned within the health and social services sector, or once they occupy a position outside that sector.

15.13 An employee who has been reassigned shall bring with them to the new employer all of their rights under this collective agreement except for the privileges acquired under Article 28, which are not transferable.

15.14 If the new employer does not have a collective agreement, each reassigned employee shall be governed by the provisions of this agreement, provided they are applicable individually, as if it were an individual labour contract, until a collective agreement is reached in the establishment or a regulation respecting working conditions is adopted.

15.15 An employee benefiting from clause 15.03 who, on their own initiative, between the time they are effectively laid off and the time they receive a reassignment notice, finds a job outside the health and social services, or who, for personal reasons, decides to leave and sector and sends a letter of resignation to their employer shall be entitled to an amount equivalent to six (6) months' salary as severance pay.

A part-time employee shall receive severance pay in proportion to the number of hours worked in the twelve (12) months preceding their layoff.

Notwithstanding the foregoing, for the first three (3) weeks the employee is laid off, the employee may choose to resign upon receipt of the written notice of reassignment provided for in this clause, without affecting their right to severance pay.

15.16 Service national de main-d'œuvre (SNMO)

1. A provincial labour service (SNMO) has been created. This service is the responsibility of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS).

It coordinates reassignments and is responsible for implementing retraining for employees benefiting from clause 15.03, in compliance with the rules set out in the collective agreement.

2. The SNMO shall send the representatives of the provincial joint committee on employment security (CPNSE), at the end of each accounting period, all the information relating to the carrying out of its mandates, namely:

- a list of available positions;
- a list of employees benefiting from clause 15.03, including the information on their registration sheet, categorized as follows:
    - employees registered on the list during the accounting period;
    - employees stricken from the list during the accounting period, the reason they were stricken and, if applicable, the name of the establishment to which they were reassigned;
    - employees who have not yet been reassigned.

3. The SNMO shall also send the representatives of the CPNSE, the establishments concerned, the unions concerned and the employees benefiting from clause 15.03 in the same sector of activity with more seniority than the reassigned employee, in writing, all of the information concerning a reassignment.

15.17 Retraining

1. For the purposes of reassigning employees to job titles for which the SNMO receives a large number of requests for available positions, retraining courses will be accessible to employees benefiting from clause 15.03 for whom reassignment opportunities are rare.

The retraining of employees benefiting from employment security and registered with the SNMO involves any learning process, academic or otherwise, that allows the employee to acquire and/or update the skills and/or knowledge required to work in their job title or another job title.

In order to promote the reassignment of employees benefiting from clause 15.03 in their establishment after a period of retraining, the local parties shall agree beforehand that a position shall be available to the retrained employee.

2. Employees' eligibility for retraining courses shall be subject to the following conditions:

   - The employee's job title was identified as a priority for retraining.
   - The employee meets the requirements of the organizations giving the courses.
   - An available position can be offered in the short term to the retrained employee.

3. The following provisions shall apply to employees eligible for retraining:

   - An employee who takes retraining courses shall not be obliged to accept a replacement or reassignment during their year of retraining.
   - Tuition fees shall be payable by the SNMO.
   - An employee who has completed their retraining shall be subject to the reassignment rules, both in their own job title and in the job title for which they were retrained.
   - For reassignment purposes, an employee who has completed their retraining shall be deemed to be in the job title for which they were retrained.
   - The employee may, with a valid reason, refuse to take the retraining courses offered. If they do not have a valid reason, they shall be registered on the establishment's recall list.

15.18 Recourse

All employees benefiting from clause 15.03 who believe they have suffered prejudice as a result of an SNMO decision may request a review of their case by the CPNSE by sending written notice to this effect within ten (10) days following the date on which the SNMO, under clause 15.16 (3) sent the information about the reassignment or within ten (10) days following the date the SNMO sent information about their assessment of the reasons for the employee's refusal to accept the retraining offered.

The CPNSE shall deal with the dispute within ten (10) days following receipt of the notice or within any other time frame agreed upon by the committee.

A unanimous decision by the CPNSE shall be sent in writing to the SNMO, as well as to the employees, unions and establishments concerned. The committee's decision shall be final and binding upon all parties.

If the members of the CPNSE are unable to settle the dispute, they shall decide on a choice of arbitrator. If they cannot agree on a choice of arbitrator, the arbitrator shall be appointed by the Ministère du Travail, de l'Emploi et de la Solidarité sociale. The arbitrator's fees and expenses shall be assumed in equal portions by the parties.

The arbitrator shall send, in writing, the place, date and time they intend to hear the appeal to the members of the CPNSE and SNMO and the employees, unions and establishments concerned. The arbitrator shall hear the appeal within twenty (20) days following the date on which they were assigned the case.

The arbitrator shall hear all witnesses and all representations by the parties (SQEES-298-FTQ and SNMO) and by all other interested parties.

If one or the other of the parties in question duly called fail to appear or to send a representative on the date set for the hearing, the arbitrator may proceed in their absence.

The arbitrator shall render a decision within fifteen (15) days following the date of the hearing. The decision shall be issued in writing and justified.

The arbitrator's decision shall be final and binding upon the parties.

The arbitrator shall have all the powers granted under the terms of Article 11 of the collective agreement.

It is understood that the arbitrator may not add, take away from or modify the text of the collective agreement in any manner.

If the arbitrator concludes that the SNMO did not act in compliance with the provisions of the collective agreement, the arbitrator may:

- cancel a reassignment;
- order the SNMO to reassign the employee concerned in compliance with the provisions of the collective agreement;
- make any decision concerning the assessment of the employee's refusal to take retraining courses;
- issue orders binding all of the parties in question.

15.19 Provincial joint committee on employment security (CPNSE)

1. A provincial joint committee on employment security (CPNSE) has been created. It is made up of three (3) representatives of the SQEES-298-FTQ and three (3) representatives of the CPNSSS. If the case concerns more than one union, the CPNSE shall be expanded and shall sit along with three (3) representatives of each of the unions concerned.

Nathalie Faucher[1] is the chair. She does not participate in CPNSE meetings unless the committee has been unable to come to a unanimous decision under paragraphs 3 and 4 or unless the committee has been unable to agree on the admissibility of a dispute concerning special measures.

2. The CPNSE's mandates are to:

a) verify the application of the rules in the collective agreement regarding the SNMO's reassignment of employees benefiting from Article 15;

b) settle disputes relating to a decision issued by the SNMO;

1 If the chair is unable to act, Claude Martin is appointed the substitute.

c) cancel any appointments if the procedure for reassigning an employee to an available comparable position was not applied;

d) identify solutions if:

- employees benefiting from clause 15.03, within the first six (6) months of their layoff, have worked less than twenty-five percent (25%) of the number of hours used to calculate their layoff benefit;
- employees benefiting from clause 15.03 were not reassigned within the first twelve (12) months of their layoff;
- reassignment difficulties arise concerning the reassignment area;

e) analyze the retraining opportunities for employees benefiting from clause 15.03 for whom reassignment opportunities are rare, discuss the amounts to be earmarked and, if applicable, identify selection criteria. The CPNSE shall submit is recommendations to the SNMO;

f) discuss all matters relating to the employment security plan for which it is responsible.

3. At the request of a union or an employer, the CPNSE shall settle all disputes relating to the applicable measures when a special measure is not provided for in the collective agreement and all disputes relating to the choice of the applicable provision in clauses 14.01 to 14.07. In the latter case, the dispute must concern more than one (1) bargaining unit.

Such request must be made within thirty (30) days following the notice sent by the employer of its intention to apply such measure.

If the CPNSE cannot agree on the admissibility of a dispute, the chair shall settle the matter. If the CPNSE or the chair concludes that the dispute is admissible, the proposed measure shall be suspended until a decision is rendered.

Each employer and each local union may be represented by two (2) individuals from the establishment (without lawyers).

The CPNSE shall determine, if applicable, the rules that apply in the case of a special measure not provided for in the collective agreement or in the case of different and irreconcilable rules.

4. At the request of one or the other of the parties to the CPNSE, the committee shall meet to:

a) agree on the means necessary to:

- deal with any decision that results in the local parties avoiding, by agreement or otherwise, their obligations concerning the positions available to employees benefiting from clause 15.03;
- deal with any regional decision that might go against the provisions of the employment security plan;

b) verify, if necessary, the possibility of reconciling the rules provided for the reassignment of employees benefiting from clause 15.03 when more than one union is involved and, when the reassignment rules are irreconcilable, review the reassignment of these employees;

c) review the validity of the registration of an employee benefiting from clause 15.03 with the SNMO.

5. All unanimous decisions of the CPNSE made under paragraphs 3 and 4 shall be final and binding upon all of the parties concerned. If the CPNSE cannot reach an agreement, the chair shall settle the matter, and their decision shall be issued in writing within fifteen (15) days of the CPNSE meeting. This decision shall be final, without appeal and binding upon all of the parties concerned. The chair shall have all the powers granted to an arbitrator under the terms of Article 11 of the collective agreement. It is understood that the chair of the CPNSE cannot add, take away from or modify any provisions of the collective agreement except in the following cases:

- The special measure is not provided for in the agreement.
- They were unable to reconcile the provisions of the various collective agreements relating to special measures or when the reassignment rules are irreconcilable under paragraph 4(b).

In these cases, the chair may determine the applicable rules, and their decision shall therefore constitute a specific case.

6. If one or the other of the parties concerned duly called fails to appear at a meeting of the CPNSE, the committee or, if applicable, the chair, may proceed in their absence.

7. The establishments undertake to cancel any appointment following a decision by the CPNSE or its chair.

8. The fees and expenses of the chair of the CPNSE shall be assumed in equal portions by the parties.

9. The CPNSE shall establish the rules necessary for its smooth operation. All of the committee's decisions must be unanimous.

15.20 If an employee challenges a decision of the SNMO concerning the obligation to move and refuses to accept their new job, they shall cease to receive the benefit equivalent to their salary as of the fiftieth (50th) day following notice by the SNMO indicating the location of their new job.

The CPNSE or, if it cannot reach a unanimous decision, the chair, shall deal with all complaints filed by an employee relating to a reassignment involving a move. To this end, the chair of the CPNSE has all of the powers granted to an arbitrator under the terms of Article 11.

If the employee wins their case, the chair of the CPNSE shall order, if applicable, the reimbursement of the employee's expenses incurred when they began work for their new employer, or the reimbursement of lost income they suffered if they refused the position.

An employee benefiting from clause 15.03 who challenges a decision made by the SNMO concerning a move shall receive a living allowance under the terms and conditions of the Conseil du trésor regulations appearing in Article 16 and/or the allowances provided by the federal labour mobility program, provided they occupy the position within the time frame stipulated in the SNMO's notice.

The employee and, if applicable, their dependants cannot, however, actually move before the chair of the CPNSE renders a decision.

15.21 An employee who challenges a decision by the SNMO involving a move and still decides to occupy the position offered after the date set by the SNMO shall not be entitled to the living allowances provided for in the Conseil du trésor's regulations appearing in Article 16 and/or the allowances provided by the federal labour mobility program.

15.22 General provisions

The Ministère de la Santé et des Services sociaux (MSSS) shall provide the funds needed to administer and apply the employment security program under the terms of this article.

The MSSS is responsible for ensuring the application of the decisions made by the SNMO, the CPNSE, the arbitrators and the chair.

15.23 For the purposes of applying this article, the health and social services sector shall include all centres operated by public establishments within the meaning of the Act respecting health services and social services (CQLR, c. S-4.2), private establishments with agreements within the meaning of the Act and all organizations providing services to a centre or users in compliance with the Act, and shall be regarded by the government as an establishment within the meaning of the Act respecting health services and social services, the Cree Board of Health and Social Services of James Bay, the Nunavik Regional Board of Health and Social Services, as well as, for this purpose only, the Institut national de santé publique and the bargaining units already covered by the Corporation d'Urgences-santé's current employment security plan.

ARTICLE 16

MOVING EXPENSES

16.01 The provisions of this article are intended to determine what employees eligible for the reimbursement of moving expenses are entitled to as moving expenses within the framework of the employment security provided for in Article 15 of the collective agreement.

16.02 Moving fees only apply to an employee if the provincial labour service (SNMO) agrees that relocating the employee requires that the employee move.

The move is deemed necessary if it actually happens and if the distance between the employee's old and new home base is more than fifty kilometres (50 km), unless the distance between the employee's new home base and home is less than fifty kilometres (50 km).

16.03 Expenses for the transportation of furniture and personal effects

The SNMO undertakes to assume, upon production of supporting documents, the expenses incurred for the transportation of the employee's furniture and personal effects, including packing, unpacking and the cost of the insurance premium or the fees for towing a mobile home, provided the employee provides at least two (2) detailed estimates of the costs in advance.

16.04 The SNMO shall not, however, pay for the cost of transporting the employee's personal vehicle, unless the employee's new home is not accessible by road. Similarly, fees for the transportation of a boat, canoe, etc., shall not be reimbursed by the SNMO.

16.05 Storage

When the employee cannot move directly from one home to the next because of an act of God other than the construction of a new residence, the SNMO shall pay the storage fees for the furniture and personal effects of the employee and their dependants, for a period of up to two (2) months.

Concomitant moving expenses

16.06 The SNMO shall pay a moving allowance of seven hundred fifty dollars ($750) to any relocated employee who maintains a dwelling, or two hundred dollars ($200) to all other relocated employees to compensate for concomitant moving expenses (carpets, curtains, disconnection and reconnection of electrical appliances, cleaning, daycare services, etc.), unless the employee has been assigned to a location where full facilities are made available by the establishment.

16.07 Compensation for lease

An employee affected by clause 16.01 shall also be entitled, if applicable, to the following compensation: when leaving a dwelling without a written lease, the SNMO shall pay the value of one (1) month's rent. If the employee has a lease, the SNMO shall reimburse an employee who must break their lease and whose landlord demands compensation up to a maximum of three (3) months' rent. In either case, the employee must attest to the justification of the landlord's demand and produce supporting documents.

16.08 If the employee chooses to sublet their dwelling, a reasonable fee for advertising the sublet shall be payable by the SNMO.

16.09 Reimbursement of expenses inherent in the sale of a house

The SNMO shall pay the following expenses related to the sale and/or purchase of the primary residence of a relocated employee:

a) Brokerage fees upon production of supporting documents and once the sales contract has been signed;

b) The actual cost of notarized deeds attributable to the employee for the purchase of a primary residence near their reassignment, provided the employee already owns a house at the time of the relocation and that the house has been sold;

c) Penalties for opening the mortgage and the real estate transfer tax.

16.10 When the relocated employee's house, although put up for sale at a reasonable price, is not sold when the employee must enter into a new housing agreement, the SNMO shall not reimburse house sitting costs for the unsold house. However, in this case, upon production of supporting documents, the SNMO shall reimburse the following expenses for a period of up to three (3) months:

a) Municipal and school taxes;

b) Interest on the mortgage;

c) Insurance premium.

16.11 If the relocated employee chooses not to sell their primary residence, they may benefit from the provisions of this clause in order to avoid double payments because the primary residence is not yet rented out when the employee must enter into new housing obligations at the new location. The SNMO shall pay the employee, for the period during which their primary residence is not rented out, the amount of their new rent for up to three (3) months, upon presentation of the lease. In addition, the SNMO shall reimburse reasonable advertising expenses and the cost of up to two (2) trips for the purpose of renting out the house, upon presentation of supporting documents and in compliance with the regulations concerning travel expenses in effect at the SNMO.

16.12 Assignment and accommodation expenses

When the employee cannot move directly from one home to the next because of an act of God other than the construction of a new residence, the SNMO shall reimburse the employee for accommodation expenses in compliance with the regulations concerning travel expenses in effect at the SNMO for the employee and their family, for up to two (2) weeks.

16.13 If the move is delayed, with the authorization of the SNMO, or if the spouse and dependent children of the employee are not relocated immediately, the SNMO shall assume the employee's transportation costs to visit them every two (2) weeks, up to four hundred eighty kilometres (480 km), if the distance to be travelled is equal to or less than four hundred eighty kilometres (480 km) round trip, and once a month, up to one thousand six hundred kilometres (1,600 km), if the distance to be travelled is more than four hundred eighty kilometres (480 km) round trip.

16.14 The moving expenses provided for in this article shall be reimbursed within sixty (60) days of presentation of the supporting documents.

ARTICLE 17

YEARS OF PRIOR EXPERIENCE

17.01 An employee shall be classified, for salary purposes only, based on their prior experience in the same job title in which they are now or, if applicable, taking into account the relevant experience in another, comparable job title in the health and social services or education sector.

To calculate a part-time employee's experience, each day of work shall be equivalent to:

- 1/225 of a year's experience if the employee is entitled to twenty (20) days of annual vacation;
- 1/224 of a year's experience if the employee is entitled to twenty-one (21) days of annual vacation;
- 1/223 of a year's experience if the employee is entitled to twenty-two (22) days of annual vacation;
- 1/222 of a year's experience if the employee is entitled to twenty-three (23) days of annual vacation;
- 1/221 of a year's experience if the employee is entitled to twenty-four (24) days of annual vacation;
- 1/220 of a year's experience if the employee is entitled to twenty-five (25) days of annual vacation.

Notwithstanding the preceding paragraphs, an employee currently employed by the employer and an employee hired thereafter shall not, for the purposes of classification in their salary scale, be credited for the experience acquired in 1983.

17.02 The employee must produce an attestation of their acquired experience, which they must obtain from the establishment where the experience was acquired. The employee must present their written attestation to the employer within thirty (30) days following the employer's request to this effect. If an employee who was informed by the employer of the existence of this clause does not present the attestation within the above-mentioned time frame, their prior experience shall be recognized only as of the date they present the attestation.

However, if it is impossible for the employee to submit written proof or an attestation of their experience, and if they can prove that it is impossible, they may sign an affidavit, which shall have the same value as a written attestation.

17.03 The employer shall give the employee, on the day of their departure, a written attestation of the experience acquired by the employee in the establishment.

17.04 The employer and the union recognize that it is in their best interests that the most qualified applicants be hired, specifically those with prior experience in the health and social services or education sector.

ARTICLE 18

LEAVE WITHOUT PAY AND PARTIAL LEAVE WITHOUT PAY

18.01 During a leave without pay of up to thirty (30) days or a partial leave without pay of twenty percent (20%) or less of a full-time position, an employee shall maintain their participation in the pension plan.

In the case of a leave without pay for more than thirty (30) days or a partial leave without pay of more than twenty percent (20%) of a full-time position, the employee may continue to participate in the pension plan, provided they pay their contributions.

18.02 The following conditions shall apply to leave without pay of more than thirty (30) days:

a) Seniority

The employee shall retain the seniority they had at the time of their departure.

However, in the case of a leave without pay to teach in a CEGEP, school board or university, the employee shall maintain and continue to accumulate seniority during the first year.

If the leave without pay is renewed for another year, the employee shall only maintain their seniority as of the fifty-third (53rd) week.

b) In the case of termination of employment, the sick days provided for in clause 23.40 and those accumulated under clause 23.41 shall be converted into cash at the employee's salary rate at the start of the leave, in accordance with the quantum and the terms and conditions of this agreement.

c) Group insurance

The employee shall no longer be entitled to the group insurance plan during the leave, except for the basic life insurance plan provided for in this agreement. Upon the employee's return, they shall be readmitted to the plan. However, subject to the provisions of clause 23.26, the employee's participation in the basic health insurance plan shall be mandatory, and they shall assume all the required contributions and premiums.

The employee may continue to participate in the other insurance plans by paying all the required contributions and premiums, subject to the clauses and stipulations of the insurance contract in effect.

d) Exclusion

Except as provided for in this clause, during the leave without pay, the employee shall not be entitled to the benefits of the collective agreement in effect in the establishment, as if they were not employed by the establishment, subject to their right to claim previously acquired benefits and to the provisions of articles 10 and 11.

18.03 If an academic upgrading or professional development course taken by an employee requires leave without pay of up to sixty-two (62) weeks, the employee shall retain and continue to accumulate seniority.

If the leave without pay exceeds sixty-two (62) weeks, the employee shall retain their seniority but cease to accumulate it as of the sixty-third (63rd) week, for the total duration of their studies.

An employee on leave without pay who wishes to work part-time during their leave shall be considered a part-time employee and shall be governed by the rules that apply to part-time employees, except with respect to the first paragraph of this clause.

Partial leave without pay

18.04 A full-time employee on partial leave without pay shall be considered a part-time employee and shall be governed, for the duration of their partial leave without pay, by the rules that apply to part-time employees. However, the employee shall continue to accumulate seniority and benefit from the basic life insurance plan as if they were a full-time employee for a maximum period of fifty-two (52) weeks.

However, a full-time employee on partial leave without pay for studies in a field related to health and social services shall continue to accumulate their seniority for the duration of the leave as if they were a full-time employee.

Notwithstanding the foregoing, a full-time employee covered by the special provision in clause 18.15 of the 2000-2003 collective agreement shall continue to accumulate seniority as if they were still a full-time employee.

Leave without pay to work in a northern establishment

18.05 Upon agreement with their employer, an employee recruited to work in one of the following establishments:

Côte-Nord (09):
- Centre intégré de santé et de services sociaux de la Côte-Nord;
- CLSC Naskapi;

Nord-du-Québec (10):
- Centre régional de santé et de services sociaux de la Baie-James;

Nunavik (17):
- Ungava Tulattavik Health Centre;
- Centre de santé Inuulitsivik;

Terres-cries-de-la-Baie-James (18):
- Cree Board of Health and Social Services of James Bay;

shall obtain, upon written request thirty (30) days in advance, leave without pay for a maximum of twelve (12) months.

Upon agreement with their original employer, this leave without pay may be extended for one or more periods totalling up to forty-eight (48) months.

18.06 The following terms and conditions apply to the leave without pay provided for in clause 18.05:

a) Seniority and experience

The seniority and experience acquired during this leave without pay shall be recognized upon the employee's return.

b) Annual vacation

The employer shall give the employee the compensation corresponding to the annual vacation accumulated at the time of their departure on leave without pay.

c) Sick leave

The sick days accumulated when the leave without pay begins shall be credited to the employee and cannot be cashed in, except those cashed in annually under the salary insurance plan.

However, if the employee terminates their employment or if at the end of their leave without pay they do not return to the employer's employ, all sick days can be cashed in at the existing rate at the time the leave without pay began and according to the quantum and procedures appearing in the collective agreement at the time the leave without pay began.

d) Pension plan

During their leave without pay, the employee shall not suffer prejudice related to their pension plan if they return to work within the authorized time frame.

e) Group insurance

An employee shall no longer be entitled to the group insurance plan during their leave without pay. However, they shall be covered by the plan in effect in the establishment where they work, as of the date on which they start work.

f) Exclusion

During their leave without pay, an employee shall not be entitled to the benefits of the collective agreement, and cannot acquire or accumulate rights or benefits that could give them an advantage once they return, except as expressly provided for in this clause, and subject to their right to claim previously acquired benefits.

g) Return to work

The employee may return to their position with their original employer, provided they give at least thirty (30) days' prior notice.

If the position the employee held at the time of their departure is no longer available, the employee must take advantage of the provisions concerning the bumping and/or layoff procedure provided for in Article 14.

If they do not use the above-mentioned procedure when they are entitled to do so, the employee shall be registered on the recall list.

h) Right to apply

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement, provided they can start work within thirty (30) days of their appointment to the position.

ARTICLE 19

OVERTIME

19.01 All work done in addition to the regular workday or regular work week, approved or done with the knowledge of the employee's immediate supervisor and without objection on the supervisor's part, shall be considered overtime.

Notwithstanding any local provisions to the contrary, if the work must be done in overtime, the employer shall offer it first to full-time employees and part-time employees who have indicated and will respect their full-time availability who are available, in turn, in order to distribute the work fairly among the employees who normally do the work in the service or department.

19.02 An employee who works overtime shall be compensated for the number of hours worked as follows:

1. Time and a half, as a general rule;
2. Double time, if the overtime is worked on a statutory holiday, in addition to payment for the holiday.

The parties may agree by local arrangement to convert overtime hours into time off.

19.03 Notwithstanding clause 19.02 and Article 3 of Appendix F:

a) Increase the compensation to two hundred percent (200%) for overtime worked on the weekend, after the regular work week, for employees in :

- the nursing and cardiorespiratory care category working in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week;
- the paratechnical personnel and auxiliary services and trades personnel category working in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week;
- the office personnel and administrative technicians and professionals category working in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week;
- the health and social services technicians and professionals category working in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week.

b) Additional terms and conditions for double time on the weekend for 24/7 services and departments

- Employees who actually work the number of hours associated with their job title according to the List of job titles, descriptions and salary rates and scales for the health and social services network, regardless of whether or not they hold a full-time position, and who work one (1) or more full shifts on the weekend in addition to their regular work week, shall be compensated double time, provided they respect their work schedule seven (7) days before and seven (7) days after the shift in question.

Employees shall not be penalized for the following absences:

- Scheduled annual vacation;
- Scheduled statutory holidays;
- Internal and external union leave;
- Premium conversion;
- Floating holidays;
- Parental leave, including medical visits for pregnancy;
- Days off provided for under a flexible work arrangement or special agreement (e.g. 9/10 days, 4/32 days, etc.);
- The leaves provided for in the collective agreement.

c) Convert weekend overtime into time off as follows:

- After fifteen (15) full overtime shifts on the weekend paid at double time, employees can be paid time and a half and accumulate half (½) a day per shift in a bank, as of the sixteenth (16th) overtime shift on a weekend, up to a maximum of five (5) days a year.
- The employee must have worked their full schedule, with the exception of the list of absences in the third (3rd) subparagraph of paragraph b of this clause, seven (7) days before and seven (7) days after the overtime shifts. If not, the overtime cannot be accumulated for the purposes of qualifying for or accumulating leave.
- The days off shall be chosen upon agreement with the employer. Days off that have not been taken shall be converted, at the single time rate, on December 15 of each year. The reference year is from December 1 to November 30, unless the local parties agree otherwise.

Other modifications

- Employees shall receive double time for complete shifts worked on the weekend in services or departments that provide services 24/7, regardless of whether their own service or department operates 24/7, according to the same terms and conditions provided for in clause 19.03.

19.04 If an employee who has left the establishment is recalled to work without prior notice, they shall receive, for each recall:

1. a travel benefit equivalent to one (1) hour at their regular salary;
2. pay for a minimum of two (2) hours at the overtime rate.

However, even if the employer gives prior notice, an employee shall also be considered to have been recalled to work if they are required, outside their normal schedule, to return to do a specific and exceptional job that is not a replacement of an absent employee.

This clause shall not apply if the overtime is done immediately before or after the employee's regular shift.

19.05 Employees who, following a recall, work without having to report to the establishment or to the home of a user shall not be entitled to the benefits provided for a recall to work and shall be compensated at their regular salary or at the overtime rate, as the case may be, for the time actually worked. However, they shall receive payment for at least one (1) hour at their regular salary or at the overtime rate, as the case may be.

Notwithstanding the foregoing, if the employee works again during the hour for which they were compensated under the first (1st) paragraph, they shall be compensated for all of the time between the start of the first intervention until the end of the second intervention.

19.06 It is agreed that recalling an employee on the recall list does not constitute a recall within the meaning of this article.

19.07 An employee who reports for work while on standby shall, if applicable, be compensated in addition to their standby allowance, in accordance with the provisions of this article.

19.08 An employee on standby after their regular workday or regular work week shall receive, for each eight (8)-hour period, an allowance equivalent to one (1) hour at their regular salary.

19.09 Any overtime done in private service for one or more users as an insured service under the Hospital Insurance Act (CQLR, c. A-28) shall be compensated under the terms of this article.

ARTICLE 20

PAID STATUTORY HOLIDAYS

20.01 During the year (July 1 to June 30), the employer recognizes and shall observe thirteen (13) statutory holidays, including those instituted by law or government order.

20.02 On a statutory holiday, for the purposes of calculating overtime, the number of hours of work during the week when the employee takes the day off shall be reduced by as many hours as there are in a regular workday, even if the holiday falls on a weekly day off.

20.03 When an employee is required to work on a statutory holiday, the employer shall grant the employee a day off within the four (4) weeks preceding or following the statutory holiday, unless the employee banks the day if this is an arrangement agreed upon by the local parties.

If the employer is unable to grant the statutory holiday within the time frame provided for in the first (1st) paragraph and the employee has not banked the day, it shall pay the employee double time for the day worked and their regular salary for the statutory holiday.

20.04 When a statutory holiday falls on a weekly day off, on Saturday or Sunday, or during annual vacation or sick leave for up to twelve (12) months, with the exception of a work accident, the employee shall still be entitled to the statutory holiday.

Moreover, if the statutory holiday falls during the employee's sick leave for up to twelve (12) months, the employer shall pay the difference between the salary insurance benefit and the compensation provided for in clause 20.06.

20.05 To benefit from the preceding provisions, the employee must perform their normal duties on the scheduled day preceding and following the statutory holiday, unless their absence is scheduled or authorized in advance by the employer or the employee provides evidence of a compelling reason for the absence.

20.06 For each statutory holiday, employees shall receive compensation equivalent to what they would have received had they been at work.

ARTICLE 21

ANNUAL VACATION

21.01 Employees with less than one (1) year's service as of April 30 shall be entitled to one and two thirds (1⅔) days of paid vacation for each month of service.

Employees who are entitled to less than ten (10) days' paid annual vacation may take two (2) weeks' (fourteen (14) calendar days') vacation at their expense.

An employee who is entitled to more than ten (10) days but less than fifteen (15) days of paid annual vacation may take as many days off without pay as needed to make up three (3) weeks' (twenty-one (21) calendar days') vacation.

An employee who is entitled to more than fifteen (15) days but less than twenty (20) days of paid annual vacation may take as many days off without pay as needed to make up four (4) weeks' (twenty-eight (28) calendar days') vacation.

21.02 Employees with one (1) year's service or more on April 30 shall be entitled to four (4) weeks' paid annual vacation, i.e. twenty (20) working days.

Employees who have at least fifteen (15) years' service shall be entitled to the following amount of annual vacation:

15 years' service as of April 30:	21 working days
16 years' service as of April 30:	22 working days
17 years' service as of April 30:	23 working days
18 years' service as of April 30:	24 working days
19 years' service or more as of April 30:	25 working days

Employees who have not left the health and social services sector for more than one (1) year shall have all of their years of service accumulated in the health and social services sector recognized for the purposes of determining the amount of annual vacation to which they are entitled. For an employee with less than one (1) year's service in a new establishment on April 30, the amount of annual vacation and the related compensation shall be established in proportion to the number of months of service during the reference year (May 1 to April 30). However, such employee may take as many days off without pay as needed to make up the number of days of annual vacation to which they would have been entitled had they been employed at the establishment for the entire reference year.

21.03 For calculation purposes, an employee hired between the first (1st) and the fifteenth (15th) day of the month, inclusive, shall be deemed to have one (1) full month's service.

21.04 The period of service for the purposes of paid annual vacation shall be from May 1 of one year to April 30 of the next year.

21.05 While on annual vacation, a full-time employee shall receive compensation equivalent to what they would have received had they been at work.

However, if the employee has held more than one status since the beginning of the service period entitling them to such annual vacation, the amount they receive shall be established as follows:

1. Compensation equivalent to what they would have received had they been at work for the number of days of annual vacation accumulated during the full months in which they held full-time status;
2. Compensation established in accordance with paragraph 2 of clause 7.13 calculated based on the amount provided for in the paragraph and paid for the months during which they held part-time status.

21.06 When an employee leaves the employer's service, they shall be entitled to the number of days of annual vacation accumulated up until the date of their departure, in the proportions determined in this article.

ARTICLE 22

PARENTAL RIGHTS

SECTION I: GENERAL PROVISIONS

22.01 Maternity, paternity and adoption leave benefits shall be paid only as a supplement to the parental insurance or employment insurance benefit, as the case may be, or, in the cases provided for below, as payments during a period of leave for which the Quebec Parental Insurance Plan and the Employment Insurance Plan do not apply.

Subject to paragraph A of clause 22.11 and clause 22.11A, maternity, paternity and adoption leave benefits shall be paid only during those weeks the employee receives, or would have received, if they had applied, Quebec Parental Insurance Plan or Employment Insurance Plan benefits.

If the employee shares the adoption or parental benefits provided by the Quebec Parental Insurance Plan or the Employment Insurance Plan with their spouse, the benefit shall be paid only if the employee effectively receives benefits from one of these plans during the maternity leave provided for in clause 22.05, the paternity leave provided for in clause 22.21A or the adoption leave provided for in clause 22.22A.

22.02 When both parents are female, the benefits and advantages granted to the father shall be awarded to the mother who did not give birth to the child.

22.03 The employer shall not reimburse the employee the amounts that might be payable by them to either the Minister of Employment and Social Solidarity under the Act respecting parental insurance (CQLR, c. A-29.011) or to Employment and Social Development Canada (ESDC) under the Employment Insurance Act (SC 1996, c. 23).

22.03 A The basic weekly salary,[1] the deferred basic weekly salary and severance benefits shall not be increased or decreased as a result of the payments received under the Quebec Parental Insurance Plan or the Supplemental Unemployment Benefit Program.

22.04 Unless expressly stipulated otherwise, this article cannot confer on an employee a monetary or non-monetary benefit they would not have received had they remained at work.

SECTION II: MATERNITY LEAVE

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

1 "Basic weekly salary" means the employee's regular salary, including the regular salary supplement for one (1) regularly increased work week, as well as the additional compensation payable to the employee under the collective agreement because of their further education and the responsibility premiums with the exclusion of other premiums, without other additional compensation even for overtime.

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

An employee who becomes pregnant while she is on a leave without pay or partial leave without pay provided for in this article shall also be entitled to this maternity leave and to the benefits provided for in clauses 22.10, 22.11 and 22.11A, as the case may be.

An employee whose spouse dies shall receive the remainder of their spouse's maternity leave and shall benefit from the related rights and benefits.

22.06 An employee shall also be entitled to maternity leave in the case of the termination of the pregnancy as of the beginning of the twentieth (20th) week preceding the due date.

22.07 The distribution of maternity leave before and after the birth shall be at the employee's discretion. This leave shall be simultaneous with the period of payment of benefits under the Act respecting parental insurance, and shall begin no later than the week following the start of payment of benefits under the Quebec Parental Insurance Plan.

For an employee who is eligible for benefits under the Employment Insurance Plan, maternity leave must include the day of the birth.

22.08 If the employee has sufficiently recovered from the birth and the child is unable to leave the healthcare establishment, the employee may suspend their maternity leave by returning to work. The leave shall be completed once the child is brought home.

In addition, if the employee has sufficiently recovered from the birth and the child is hospitalized after leaving the healthcare establishment, the employee may suspend their maternity leave after reaching an agreement with the employer by returning to work for the duration of the hospitalization.

22.08A At the employee's request, the maternity leave may be broken down into separate weeks if the child is hospitalized or in the case of a situation, other than a pregnancy-related illness, provided for in sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, c. N-1.1).

The maximum number of weeks during which maternity leave can be suspended shall be equivalent to the number of weeks the child is hospitalized. For other options for breaking down the leave, the maximum number of weeks of suspension shall be as provided for in the Act respecting labour standards for such a situation.

During such suspension, the employee shall be deemed to be on leave without pay and shall not receive any benefits or indemnities from the employer; however, they shall benefit from the advantages provided for in clause 22.28.

22.08 B When the employee resumes the maternity leave that was suspended or broken down under clause 22.08 or 22.08A, the employer shall pay them the benefit to which they would have been entitled had they not suspended or broken down their maternity leave, for the number of weeks remaining under clause 22.10, 22.11 or 22.11A, as the case may be, subject to clause 22.01.

22.09 To obtain the maternity leave, the employee shall give the employer written notice at least two (2) weeks before their departure. This notice shall be accompanied by a medical certificate or written report signed by a midwife attesting to the pregnancy and the due date.

The prior notice may be shorter if a medical certificate attests that the employee must leave her position earlier than expected. In unforeseen circumstances, the employee's need to provide notice shall be waived, subject to the production of a medical certificate attesting that the employee must leave work immediately.

Cases eligible for the Quebec Parental Insurance Plan

22.10 An employee with twenty (20) weeks' service[1] who is eligible for Quebec Parental Insurance Plan benefits shall receive, during their twenty-one (21) weeks of maternity leave, a benefit calculated as follows:[2]

1. By adding:

   a) the amount corresponding to one hundred percent (100%) of the employee's weekly base salary up to two hundred twenty-five dollars ($225);

   b) and the amount corresponding to eighty-eight percent (88%) of the difference between the employee's weekly base salary and the amount established in subparagraph a);

2. and by subtracting from this amount the amount of maternity or parental benefits the employee is receiving or would be receiving if they had applied, from the Quebec Parental Insurance Plan.

This benefit shall be calculated based on the Quebec Parental Insurance Plan benefits to which an employee is entitled, without taking into account the amounts subtracted from such benefits for the reimbursement of benefits, interest, penalties and other recoverable amounts under the Act respecting parental insurance.

However, if a modification is made to the amount of the benefit paid by the Quebec Parental Insurance Plan following a change in the information provided by the employer, the employer shall correct the amount of the benefit accordingly.

When an employee works for more than one employer, the benefit shall be equal to the difference between the amount established in subparagraph 1 of the first paragraph and the amount of Quebec Parental Insurance Plan benefits corresponding to the proportion of the employee's weekly base salary paid by that employer with respect to the weekly base salary paid by all employers. To this end, the employee shall provide each employer with a statement of the weekly base salaries paid by each employer along with the amount of the benefit payable under the Act respecting parental insurance.

---

1 An employee on leave shall accumulate service if their leave is authorized, in particular for disability, and includes a benefit or compensation.

2. This formula was used to take into account the fact that an employee in such a situation benefits from a waiver of contributions to the pension plans, the Quebec Parental Insurance Plan and the Employment Insurance Plan.

22.10 A The employer cannot compensate, with the benefit paid to the employee on maternity leave, for a reduction in Quebec Parental Insurance Plan benefits attributable to the salary earned by the employee while working for another employer.

Notwithstanding the preceding paragraph, the employer shall pay such compensation if the employee shows that the salary earned is a usual salary by providing a letter to this effect from the employer paying it. If the employee shows that only part of this salary is a usual salary, compensation shall be limited to that part.

The employer who pays the usual salary provided for in the preceding paragraph shall, at the employee's request, produce such letter.

The total amount received by the employee during maternity leave in Quebec Parental Insurance benefits, indemnities and salary cannot, however, exceed the gross amount established in subparagraph 1 of the first (1st) paragraph of clause 22.10. The formula must be applied to the sum of the weekly base salaries received from the employer provided for in clause 22.10 or, if applicable, from the employers.

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

22.11 An employee who has accumulated twenty (20) weeks' service and who is eligible for the Employment Insurance Plan but not for the Quebec Parental Insurance Plan shall be entitled to receive, for their twenty (20)-week maternity leave, a benefit calculated as follows:

A. For each week during the waiting period provided for in the Employment Insurance Plan, a benefit calculated as follows:[1]

By adding:

a) the amount corresponding to one hundred percent (100%) of the employee's weekly base salary up to two hundred twenty-five dollars ($225);

b) and the amount corresponding to eighty-eight percent (88%) of the difference between the employee's weekly base salary and the amount established in subparagraph a).

B. For each of the weeks following the period provided for in paragraph A, a benefit calculated as follows:

1. By adding:

a) the amount corresponding to one hundred percent (100%) of the employee's weekly base salary up to two hundred twenty-five dollars ($225);

b) and the amount corresponding to eighty-eight percent (88%) of the difference between the employee's weekly base salary and the amount established in subparagraph a);

1. This formula was used to take into account the fact that an employee in such a situation benefits from a waiver of contributions to the pension plans, the Quebec Parental Insurance Plan and the Employment Insurance Plan.

2. and by subtracting from this amount the amount of maternity or parental benefits the employee is receiving or would be receiving if they had applied, from the Employment Insurance Plan.

This benefit shall be calculated based on the Employment Insurance Plan benefits to which an employee is entitled, without taking into account the amounts subtracted from such benefits for the reimbursement of benefits, interest, penalties and other recoverable amounts under the Employment Insurance Plan.

However, if a modification is made to the amount of the Employment Insurance benefit paid following a change in the information provided by the employer, the employer shall correct the amount of the benefit accordingly.

When an employee works for more than one employer, the benefit shall be equal to the difference between the amount established in subparagraph 1 of the first (1st) paragraph and the amount of Employment Insurance Plan benefits corresponding to the proportion of the employee's weekly base salary paid by that employer with respect to the weekly base salary paid by all employers. To this end, the employee shall provide each employer with a statement of the weekly base salaries paid by each employer along with the amount of the benefit payable under the Employment Insurance Act.

Moreover, if ESDC reduces the number of weeks of employment insurance benefits the employee would otherwise have been entitled to had they not benefited from employment insurance benefits before their maternity leave, the employee shall continue to receive, for a period equivalent to the number of weeks subtracted by ESDC, the benefit provided for in this paragraph as if they had, before this period, benefited from employment insurance benefits.

Clause 22.10A applies with the necessary adaptations.

Cases not eligible for the Quebec Parental Insurance Plan or the Employment Insurance Plan

22.11 A An employee who is not eligible for Quebec Parental Insurance Plan or Employment Insurance Plan benefits shall also not be eligible for any benefits provided for in clauses 22.10 and 22.11.

However, an employee who has accumulated twenty (20) weeks' service shall be entitled to a benefit calculated as follows, for twelve (12) weeks, if they are not receiving benefits from a parental benefit plan established by another province or territory:

By adding:

a) the amount corresponding to one hundred percent (100%) of the employee's weekly base salary up to two hundred twenty-five dollars ($225);

b) and the amount corresponding to eighty-eight percent (88%) of the difference between the employee's weekly base salary and the amount established in subparagraph a).

The fourth (4th) paragraph of clause 22.10A applies to this clause with the necessary adaptations.

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

a) No benefit shall be paid during a vacation period during which the employee receives compensation.

b) Unless the applicable salaries are paid weekly, the benefit shall be paid every two (2) weeks, the first (1st) payment being payable, in the case of an employee eligible for the Quebec Parental Insurance Plan or the Employment Insurance Plan, fifteen (15) days after the employer obtains proof that the employee is receiving benefits from one of these plans. For the purposes of this clause, proof shall be a statement of benefits and any information provided by the Ministère du Travail, de l'Emploi et de la Solidarité sociale or ESDC in an official statement.

c) Service shall be calculated among all employers in the public and parapublic sectors (public service, education, health and social services); health and social services agencies; organizations for which the law provides that compensation standards and scales are determined based on conditions defined by the government; the Office franco-québécois pour la jeunesse; the Société de gestion du réseau informatique des commission scolaires; and all other organizations listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, c. R-8.2).

Moreover, the requirement of twenty (20) weeks' service under clauses 22.10, 22.11 and 22.11A shall be deemed to be satisfied, if applicable, if the employee has met this requirement with one of the employers mentioned in this subparagraph.

d) A part-time employee's weekly base salary shall be the average weekly base salary for the last twenty (20) weeks preceding their maternity leave.

If, during this period, the employee received benefits established as a percentage of their regular salary, it is understood that the base salary on which such benefits were established shall be used for the purposes of calculating their base salary during their maternity leave.

Moreover, any period during which an employee on special leave provided for in clause 22.19 receives no benefits from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST), and the weeks during which the employee was on annual vacation or leave without pay provided for in the collective agreement shall be excluded for the purposes of calculating their average weekly base salary.

If the period of the last twenty (20) weeks preceding a part-time employee's maternity leave includes the date on which the salary rates and scales were increased, the weekly base salary shall be calculated based on the salary rate in effect on that date. If the maternity leave includes the date on which the salary rates and scales were increased, the weekly base salary shall increase on that date based on the adjustment formula for the applicable salary scale.

The provisions of this subparagraph shall be one of the express stipulations covered by clause 22.04.

22.13 During their maternity leave, the employee shall benefit from the following advantages, provided they would normally have been entitled to them:

- Life insurance;
- Health insurance, by paying their contribution;
- Accumulation of vacation days;
- Accumulation of sick days;
- Accumulation of seniority;
- Accumulation of experience;
- Accumulation of seniority for the purposes of employment security;
- Right to apply for and obtain a position in accordance with the provisions of this collective agreement as if they were at work.

22.14 The employee may postpone a maximum of four (4) weeks' annual vacation if they fall during their maternity leave and if, no later than two (2) weeks before the end of their leave, they notify the employer in writing of the date they wish to take their vacation.

22.15 If the birth takes place after the expected due date, the employee shall be entitled to an extension of their maternity leave equal to the amount of time between the due date and the birth date, unless they already have at least two (2) weeks' maternity leave after the birth.

The employee may benefit from an extension of their maternity leave if their health or the health of the child so requires. The duration of such extension shall be as indicated on the medical certificate provided by the employee.

During these extensions, the employee shall be deemed to be on leave without pay and shall not receive any benefits or indemnities from the employer. The employee shall benefit from the advantages provided for in clause 22.13 for the first six (6) weeks of the extension only and shall then benefit from those provided for in clause 22.28.

22.16 The maternity leave may be shorter than provided for in clause 22.05. If the employee returns to work within two (2) weeks following the birth, they shall produce, at the employer's request, a medical certificate attesting to their ability to return to work.

22.17 The employer shall send the employee, during the fourth (4th) week preceding the end of the maternity leave, notice indicating the end date of said leave.

An employee who receives such notice shall report to work at the end of their maternity leave, unless it is extended under clause 22.31.

An employee who fails to comply with the preceding paragraph shall be deemed to be on leave without pay for a period of up to four (4) weeks. At the end of this period, if the employee does not report to work, they shall be deemed to have resigned.

22.18 Upon their return from maternity leave, the employee shall return to their position or, if applicable, to a position obtained while they were on leave, in accordance with the provisions of the collective agreement.

If their position has been abolished, or if the employee has been bumped, they shall be entitled to the benefits they would have received had they been at work.

Similarly, upon their return from maternity leave, an employee who does not hold a position shall return to the assignment they held at the time of their departure if the assignment lasts until the end of the maternity leave. If the assignment is over, the employee shall be entitled to another assignment under the provisions of the collective agreement.

SECTION III: SPECIAL LEAVE FOR PREGNANCY AND BREASTFEEDING

Temporary reassignment and special leave

22.19 An employee may request to be assigned temporarily to another position, provided it is vacant or temporarily vacant, in the same job title or, if the employee consents and subject to the applicable provisions of the collective agreement, in another job title, in the following cases:

a) The employee is pregnant and their working conditions involve the risk of infectious disease or physical risks for the employee or the unborn child.

b) The employee's working conditions involve risks for their breastfeeding child.

c) The employee works regularly on a cathode-ray screen.

The employee shall produce a medical certificate to this effect as soon as possible.

When the employer receives a request for preventive withdrawal, it shall immediately notify the union, indicating the name of the employee and the reasons for the request.

If they consent, an employee other than the one who requested the temporary reassignment may, with the employer's consent, switch positions with the pregnant or breastfeeding employee for the duration of the temporary reassignment. This provision applies provided both employees meet the normal requirements of the job.

The employee reassigned to another position and the employee who agrees to switch positions shall retain all rights and privileges associated with their respective positions.

The temporary reassignment shall take priority over the assignment of employees on the recall list and shall, if possible, be on the same shift.

If the employee is not reassigned immediately, they shall be entitled to a special leave to begin immediately. Unless the employee is temporarily reassigned thereafter and puts an end to the special leave, the special leave shall end for a pregnant employee on the date of birth and for a breastfeeding employee at the end of the breastfeeding period. However, for employees eligible for benefits under the Act respecting parental insurance, the special leave shall end as of the fourth (4th) week preceding the due date.

During the special leave provided for in this clause, the employee shall be governed, in terms of their benefits, by the provisions of the Act respecting occupational health and safety relating to the preventive withdrawal of pregnant or breastfeeding workers.

However, upon written request to this effect, the employer shall pay the employee an advance on the benefit based on anticipated payments. If the CNESST pays the anticipated benefit, the advance shall be reimbursed directly from the benefit. If not, the advance shall be reimbursed at a rate of ten percent (10%) of the amount paid per pay period, until the debt has been paid off.

However, if the employee exercises their right to request a review of the CNESST's decision or to challenge the decision before the Administrative Labour Tribunal, the reimbursement shall not be payable until the CNESST's administrative review decision or, if applicable, the decision of the Administrative Labour Tribunal is handed down.

An employee who works regularly on a cathode-ray screen may request that their work time on the screen be reduced. The employer must then review the possibility of temporarily modifying the duties of the employee assigned to a cathode-ray screen, without loss of rights, to reduce the work on a cathode-ray screen to no more than two (2) hours per half (½) day of work. If modifications are possible, the employer shall reassign the employee to other tasks they are reasonably able to carry out for the rest of the workday.

A pregnant respiratory therapist who continually works in contact with anesthetic gas may be transferred, at their request or at the employer's request, to another respiratory therapy unit. This transfer shall be temporary, and upon return from their maternity leave, the employee shall return to their original position.

Other special leave

22.19 A An employee shall also be entitled to special leave in the following cases:

a) When complications from a pregnancy or a risk of termination of the pregnancy requires leave from work for a period indicated on a medical certificate; such special leave shall not, however, extend beyond the beginning of the fourth (4th) week preceding the due date;

b) Upon presentation of a medical certificate indicating the duration, in the case of a natural or induced termination of pregnancy before the beginning of the twentieth (20th) week preceding the due date;

c) For pregnancy-related visits to a healthcare professional for which a medical certificate or written report is issued and signed by a midwife.

22.20 In the case of the visits covered in paragraph c) of clause 22.19A, the employee shall be granted special leave with pay for up to five (5) days. These special leaves can be broken down into half (½) days.

During the special leaves granted under this section, the employee shall benefit from the advantages set out in clause 22.13, provided they would normally be entitled to them, and in clause 22.18 of Section II. Employees covered by paragraphs a, b and c of clause 22.19A can also take advantage of sick days or salary insurance. However, in the case of paragraph c, the employee must first have taken the above-mentioned five (5) days.

SECTION IV: PATERNITY LEAVE

22.21 An employee shall be entitled to leave without pay for up to five (5) working days for the birth of their child. An employee shall also be entitled to such leave in the case of the termination of the pregnancy as of the beginning of the twentieth (20th) week preceding the due date. This leave may be broken down and shall be taken between the start of labour and the fifteenth (15th) day following the date of the mother's or child's return home.

One of these five (5) days may be used for the child's baptism or registration.

An employee whose spouse gives birth shall also be entitled to such leave if they are considered one of the child's mothers.

22.21A On the occasion of the birth of their child, the employee shall also be entitled to paternity leave of up to five (5) weeks, which, subject to clauses 22.33 and 22.33A, must be consecutive. This leave shall end no later than the end of the seventy-eighth (78th) week following the week of the birth.

For an employee eligible for the Quebec Parental Insurance Plan, this leave shall be simultaneous with the period of payment of benefits under the Act respecting parental insurance, and shall begin no later than the week following the start of payment of the parental insurance benefits.

An employee whose spouse gives birth shall also be entitled to such leave if they are considered one of the child's mothers.

22.21 B During the paternity leave provided for in clause 22.21A, an employee who has completed twenty (20) weeks' service[1] shall receive a benefit equal to the difference between their weekly base salary and the amount of benefits they are receiving, or would have been receiving had they applied, under the Quebec Parental Insurance Plan or the Employment Insurance Plan.

The second (2nd), third (3rd) and fourth (4th) paragraphs of clause 22.10, or the second (2nd), third (3rd) and fourth (4th) subparagraphs of paragraph B of clause 22.11, as the case may be, and clause 22.10A apply to this clause with the necessary adaptations.

22.21 C An employee who has completed twenty (20) weeks' service and who is not eligible for Quebec Parental Insurance Plan or Employment Insurance Plan benefits shall receive, during their paternity leave provided for in clause 22.21A, a benefit equal to their weekly base salary.

22.21 D Clause 22.12 applies to employees who receive the indemnities provided for in clause 22.21B or 22.21C with the necessary adaptations.

SECTION V: LEAVE FOR ADOPTION

22.22 An employee shall be entitled to paid leave of up to five (5) working days for the adoption of a child other than their spouse's child. This leave can be broken down, but cannot be taken once fifteen (15) days have expired after the child is brought home or united with the parent in the case of an adoption.

One of these five (5) days may be used for the child's baptism or registration.

22.22 A An employee who legally adopts a child other than their spouse's child shall be entitled to leave for adoption of up to five (5) weeks, which, subject to clauses 22.33 and 22.33A, must be consecutive. This leave shall end no later than the end of the seventy-eighth (78th) week following the week the child is brought home.

1 An employee on leave shall accumulate service if their leave is authorized, in particular for disability, and includes a benefit or compensation.

For an employee eligible for the Quebec Parental Insurance Plan, this leave shall be simultaneous with the period of payment of benefits under the Act respecting parental insurance, and shall begin no later than the week following the start of payment of the parental insurance benefits.

For an employee who is not eligible for the Quebec Parental Insurance Plan, this leave shall be taken after the child is brought home or united with the parent in the case of adoption.

22.22 B For the purposes of applying clauses 22.22 and 22.22A, the arrival of the child shall be recognized if the following two conditions have been met: the child is physically at home or has been placed in the parent's care and the parent intends to adopt it. The employee must provide the employer with proof of their intention to adopt the child. This proof may vary depending on the type of adoption, according to the requirements of the Québec Parental Insurance Plan or the Employment Insurance Plan.

22.23 During the leave for adoption provided for in clause 22.22A, an employee who has completed twenty (20) weeks' service[1] shall receive a benefit equal to the difference between their weekly base salary and the amount of benefits they are receiving, or would be receiving had they applied, under the Quebec Parental Insurance Plan or the Employment Insurance Plan.

The second (2nd), third (3rd) and fourth (4th) paragraphs of clause 22.10, or the second (2nd), third (3rd) and fourth (4th) subparagraphs of paragraph B of clause 22.11, as the case may be, and clause 22.10A apply with the necessary adaptations.

22.24 An employee who is not eligible for adoption benefits under the Quebec Parental Insurance Plan or for parental benefits under the Employment Insurance Plan, who has completed twenty (20) weeks' service and who adopts a child other than their spouse's child shall receive, during the leave for adoption provided for in clause 22.22A, a benefit equal to their weekly base salary.

22.24 A An employee who adopts their spouse's child shall be entitled to a leave of up to five (5) working days, the first two (2) with pay and the remainder without pay.

This leave may be discontinued, and cannot be taken once fifteen (15) days have elapsed since the submission of the application for adoption.

22.25 Clause 22.12 applies to employees who receive the indemnities provided for in clause 22.23 or 22.24 with the necessary adaptations.

22.26 For the adoption of a child, an employee shall be granted leave without pay of up to ten (10) weeks following the date they effectively take charge of the child, unless they are adopting their spouse's child.

An employee who travels outside Quebec for an adoption, unless they are adopting their spouse's child, shall receive for this purpose, upon written request to the employer if possible two (2) weeks in advance, leave without pay for the time they need to travel.

1 An employee on leave shall accumulate service if their leave is authorized, in particular for disability, and includes a benefit or compensation.

Notwithstanding the preceding paragraphs, the leave without pay shall end no later than the week following the start of payment of benefits under the Quebec Parental Insurance Plan or the Employment Insurance Plan, at which time the provisions of clause 22.22A apply.

During the leave without pay, the employee shall benefit from the advantages provided for in clause 22.28.

SECTION VI: LEAVE WITHOUT PAY AND PARTIAL LEAVE WITHOUT PAY

22.27 a) Employees shall be entitled to one of the following leaves:

1) Leave without pay of up to two (2) years immediately following the maternity leave provided for in clause 22.05;

2) Leave without pay of up to two (2) years immediately following the paternity leave provided for in clause 22.21A. However, the duration of the leave shall not exceed the one hundred twenth-fifth (125th) week following the birth;

3) Leave without pay of up to two (2) years immediately following the paternity leave provided for in clause 22.22A. However, the duration of the leave shall not exceed the one hundred twenty-fifth (125th) week following the child's arrival at the employee's home.

   A full-time employee who does not take advantage of this leave without pay shall be entitled to partial leave without pay over a maximum period of two (2) years. The duration of this leave shall not exceed the one hundred twenty-fifth (125th) week following the birth of the child or its arrival at the employee's home.

   During this leave, the employee shall be authorized, upon written request to the employer at least thirty (30) days in advance, to make one (1) of the following changes once a year:

   i) Leave without pay to partial leave without pay or vice versa, as the case may be;

   ii) Partial leave without pay to partial leave with deferred salary.

   Notwithstanding the foregoing, an employee may modify their leave without pay or partial leave without pay a second time provided they so indicate in their first (1st) modification request.

   A part-time employee shall also be entitled to this partial leave without pay. However, in the case of disagreement with the employer concerning the number of days of work per week, a part-time employee works the equivalent of two and a half (2½) days a week.

   An employee who does not take leave without pay or partial leave without pay may, for the portion of the leave their spouse did not take, benefit at their discretion from leave without pay or partial leave without pay in accordance with the procedures provided for.

   When the employee's spouse is not a public sector employee, the employee may take the above-mentioned leave at their discretion within two (2) years following the birth or adoption, without exceeding the deadline of two (2) years following the birth or adoption.

   b) An employee who does not take the leave provided for in paragraph a may benefit, after the birth or adoption of their child, from leave without pay of up to sixty-five (65) continuous weeks, starting on the date determined by the employee and ending no later than seventy-eight (78) weeks following the birth or, in the case of adoption, seventy-eight

(78) weeks after the child is placed in their care.

c) Upon agreement with the employer, an employee may, during the second (2nd) year of their leave without pay, register on their establishment's recall list rather than return to their position. In such a case, the employee shall not be subject to the rules of minimum availability when such rules are provided for in the local provisions. The employee shall be deemed to be on partial leave without pay.

22.28 During the leave without pay provided for in clause 22.27, the employee shall accumulate seniority, retain their experience and continue participating in the basic health insurance plan applicable to them by paying their portion of the premiums for the first sixty-five (65) weeks of the leave and the full premiums for the following weeks. In addition, they may continue to participate in the optional insurance plans applicable to them by so requesting at the start of their leave and by paying the full premiums.

During the partial leave without pay, the employee shall also accumulate seniority and, by working, shall be governed by the rules applicable to part-time employees.

Notwithstanding the preceding paragraphs, an employee shall accumulate experience for the purposes of determining their salary, for the first sixty-five (65) weeks of their leave without pay or partial leave without pay.

For the duration of the leaves provided for in clause 22.27, the employee shall retain the right to apply for and obtain a posted position in accordance with the provisions of the collective agreement as if they were at work.

22.29 The employee may take their postponed annual vacation immediately before their leave without pay or partial leave without pay, provided there is no discontinuity with their paternity leave, maternity leave or leave for adoption, as the case may be.

For the purposes of this clause, the statutory and mobile holidays accumulated before the start of the maternity leave, paternity leave or leave for adoption shall be added to the postponed annual vacation.

22.29A At the end of the leave without pay or partial leave without pay, the employee may return to their position or, if applicable, a position they applied for, in accordance with the provisions of the collective agreement. If their position has been abolished, or if the employee has been bumped, they shall be entitled to the benefits they would have received had they been at work.

Similarly, upon their return from leave without pay or partial leave without pay, an employee who does not hold a position shall return to the assignment they held at the time of their departure if the assignment is still ongoing at the end of the leave.

If the assignment is over, the employee shall be entitled to another assignment under the provisions of the collective agreement.

22.29 B Upon presentation of a supporting document, leave without pay or partial leave without pay of up to one (1) year shall be granted to an employee whose minor child has a socio-affective disorder, a handicap or a prolonged disease and whose condition requires the presence of the employee concerned. The terms and conditions for these leaves shall be those provided for in clauses 22.28, 22.31 and 22.32.

SECTION VII: MISCELLANEOUS PROVISIONS

Notice and prior notice

22.30 For paternity leave and leave for adoption:

a) The leaves provided for in clauses 22.21 and 22.22 shall be preceded, as soon as possible, by notice from the employee to the employer.

b) The leaves provided for in clauses 22.21A and 22.22A shall be granted following a written request submitted at least three (3) weeks in advance. The request may be sent later if the birth takes place before the anticipated due date.

The request must indicate the planned end of the leave.

The employee must report for work at the end of the paternity leave provided for in clause 22.21A or at the end of the leave for adoption provided for in clause 22.22A, unless the leave is extended under clause 22.31.

An employee who fails to comply with the preceding subparagraph shall be deemed to be on leave without pay for a period of up to four (4) weeks. At the end of this period, if the employee does not report to work, they shall be deemed to have resigned.

22.31 The leave without pay provided for in clause 22.27 shall be granted following a written request submitted at least three (3) weeks in advance.

The partial leave without pay shall be granted following a written request submitted at least thirty (30) days in advance.

In the case of leave without pay or partial leave without pay, the request must indicate the date of return to work. The request must also indicate the organization of the leave with respect to the employee's position. If the employer disagrees on the number of days of leave per week, a full-time employee is entitled to a maximum of two and a half (2½) days off per week or the equivalent, for up to two (2) years.

If the employer disagrees on the distribution of these days, the employer shall determine the distribution.

An employee and the employer may agree at any time to reorganize the partial leave without pay.

22.32 An employee to whom the employer has sent notice four (4) weeks in advance indicating the end date of the leave without pay must give prior notice of their return at least two (2) weeks before the end of the leave. If the employee does not report for work on the scheduled return date, they shall be deemed to have resigned.

An employee who wishes to put an end to their leave without pay before the established date shall send written notice of their intention at least twenty-one (21) days in advance. In the case of leave without pay exceeding sixty-five (65) weeks, such notice shall be given at least thirty (30) days in advance.

Extension, suspension and breakdown

22.33 When their child is hospitalized, an employee may suspend their paternity leave provided for in clause 22.21A or their leave for adoption provided for in clause 22.22A upon agreement with the employer by returning to work during the child's hospitalization.

22.33A At the employee's request, the paternity leave provided for in clause 22.21A, the leave for adoption provided for in clause 22.22A or the full-time leave without pay provided for in clause 22.27 may be broken down into separate weeks before the end of the first sixty-five (65) weeks.

The leave may be broken down if the employee's child is hospitalized or in a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards.

The maximum number of weeks during which leave can be suspended shall be equivalent to the number of weeks the child is hospitalized. For other options for breaking down the leave, the maximum number of weeks of suspension shall be as provided for in the Act respecting labour standards for such a situation.

During such suspension, the employee shall be deemed to be on leave without pay and shall not receive any benefits or indemnities from the employer. The employee is covered by clause 22.28 during this period.

At the employee's request, and if the employer agrees, the paternity leave provided for in clause 22.21A, the leave for adoption provided for in clause 22.22A or the full-time leave without pay provided for in clause 22.27 may be broken down into separate weeks before the end of the first sixty-five (65) weeks. The third (3rd) and fourth (4th) paragraphs of this clause do not apply to this paragraph.

22.33B When the employee resumes the paternity leave or leave for adoption that was suspended or broken down under clauses 22.33 and 22.33A, the employer shall pay the employee the benefit to which they would have been entitled had they not suspended or broken down the leave. The employer shall pay the benefit for the number of weeks remaining in the leave under clause 22.21A or 22.22A, as the case may be, subject to clause 22.01.

22.33 C An employee who sends their employer notice, before the end date of their paternity leave provided for in clause 22.21A or before the end of their leave for adoption provided for in clause 22.22A, accompanied by a medical certificate attesting that their child's health so requires, shall be entitled to an extension of their parental leave or leave for adoption. The duration of such extension shall be as indicated on the medical certificate.

During this extension, the employee shall be deemed to be on leave without pay and shall not receive any benefits or indemnities from the employer. The employee shall be covered by clause 22.28 during this period.

22.34 An employee who takes paternity leave or leave for adoption as provided for in clauses 22.21, 22.21A, 22.22, 22.22A and 22.24A shall benefit from the advantages provided for in clause 22.13, provided they would normally have been entitled to them, and in clause 22.18 of Section II.

22.35 An employee who receives a premium for regional disparities under this collective agreement shall continue to receive this premium during their maternity leave provided for in Section II.

Similarly, an employee who receives a premium for regional disparities under this collective agreement shall continue to receive this premium during the weeks they receive a benefit provided for in clause 22.21A or 22.22A, as the case may be.

22.35 A All benefits and indemnities covered by this article whose payment begins before a strike shall continue to be paid during the strike.

22.36 In the case of amendments to the Quebec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards relating to parental rights, the parties shall meet to discuss the possible implications of these modifications on this parental rights plan.

ARTICLE 23

LIFE, HEALTH AND SALARY INSURANCE PLANS

I. GENERAL PROVISIONS

23.01 Employees covered by the collective agreement shall benefit, in the case of death, illness or accident, from the plans described below, starting on the date indicated and until the effective date of their retirement or until the age of sixty-five (65) in the case of the application of paragraph e) of clause 23.29, whether or not they have completed their probation period:

a) All employees hired full-time or at least seventy percent (70%) full-time in a permanent job: after one (1) month of continuous service;

   All employees hired full-time or at least seventy percent (70%) full-time in a temporary job: after three (3) months of continuous service;

   The employer shall pay the full contribution to the basic health insurance plan for these employees.

b) Part-time employees who work less than seventy percent (70%) full-time: after three (3) months of continuous service, and the employer shall in this case pay half (½) of the contribution payable to the basic health insurance plan for a full-time employee, the employee paying the remainder of the employer's contribution as well as their own.

New part-time employees shall be excluded from the insurance plans provided for in this article until they have completed three (3) months of continuous service; they shall then be covered by paragraph a) or b), depending on the percentage of time they worked during these three (3) months, up to the following January 1.

On January 1 of each year, part-time employees who have completed three (3) months' continuous service shall be covered by paragraph a) or b) for the next twelve (12) months based on the percentage of time worked during the period from November 1 to October 31 of the previous year.

However, an employee covered by paragraph a) or b) shall not see a salary decrease if the reduction in their work hours during the reference period is due to maternity leave.

Notwithstanding the foregoing, and subject to the stipulations of the insurance contract in effect:

- At the end of the three (3)-month period of continuous service provided for in the second (2nd) paragraph of this clause, a new part-time employee who works twenty-five percent (25%) or less of full-time may agree to be covered by the insurance plans provided for in this article. This agreement must be the subject of a written notice within ten (10) calendar days of receipt of a written notice from the employer indicating the percentage of time worked during the three (3)-month period of continuous service.

- On January 1 of each year, an employee whose hours dropped to twenty-five percent (25%) of full-time or less during the period from November 1 to October 31 of the previous year may cease being covered by the insurance plans provided for in this article. This cessation must be the subject of a written notice within ten (10) calendar days of receipt of a written notice from the employer indicating the percentage of time worked during the reference period.

- A part-time employee who works twenty-five percent (25%) or less of full-time and who has decided under these provisions to be covered, not to be covered or to cease being covered by the insurance plans provided for in this article may modify their choice on January 1 of each year. The modification must be the subject of a written notice sent to the employer within the first ten (10) days of the year.

Notwithstanding the foregoing, and subject to the provisions of clause 23.26, the employee's participation in the basic health insurance plan is mandatory.

23.02 For the purposes of this article, "dependant" means a spouse or child dependent on the employee or a person suffering from a functional impairment as defined below:

i) Spouse: within the meaning of Article 1 of the collective agreement.

However, the dissolution or annulment of the marriage or civil union shall result in the loss of the status of spouse, as shall de facto separation for more than three (3) months in the case of a de facto union. A person who is married or united in a civil union who does not live with their spouse may designate this person as a spouse with the insurer. They may also designate another person in lieu of the legal spouse if this person meets the definition of spouse provided for in Article 1;

ii) Dependent child: within the meaning of Article 1 of the collective agreement;

iii) Person suffering from a functional impairment: a single adult suffering from a functional impairment defined in the Regulation respecting the basic prescription drug insurance plan (CQLR, c. A-29.01, r. 4) that occurred before the age of eighteen (18), who is not receiving any benefits under the last resort financial assistance program provided for in the Individual and Family Assistance Act (CQLR, c. A-13.1.1) and living with an employee who would exercise parental authority if the dependant were a minor.

23.03 Definition of disability

A) Disability of one hundred four (104) weeks or less

Disability means a state of disability resulting either from an illness or accident or complications from a pregnancy; from a tubal ligation, vasectomy or similar cases relating to family planning; or from an organ or bone marrow donation requiring medical follow-up which makes the employee totally incapable of carrying out the usual tasks of their job or any other analogous position involving compensation similar to what is offered by the employer.

B) Disability of more than one hundred four (104) weeks

1. The definition of disability provided for in the preceding paragraph shall apply for an additional period of one hundred four (104) weeks following the period provided for in said paragraph.
2. At the end of this period, disability shall be defined as a condition that makes the employee totally incapable of doing any paying job for which they are reasonably qualified given their education, training and experience.

23.04 For the first thirty-six (36) months, a period of disability shall be any continuous period of disability or a series of successive periods separated by a period of full-time work or availability for full-time work unless the employee can show to the employer's or its representative's satisfaction that a subsequent period is attributable to an illness or accident completely separate from the cause of the previous disability.

This period of full-time work or availability for full-time work shall be:

i) less than fifteen (15) days if the duration of the disability is less than seventy-eight (78) weeks;

ii) less than forty-five (45) days if the duration of the disability is equal to or greater than seventy-eight (78) weeks.

Beyond the thirty-sixth (36th) month, a period of disability shall be any continuous period of disability that can be interrupted by less than six (6) months' full-time work or availability for full-time work, in the case of the same disability.

23.05 A period of disability resulting from an illness or injury voluntarily caused by the employee themself, alcoholism or drug addiction, active participation in a riot, insurrection or criminal act, or service in the armed forces shall not be recognized as a period of disability for the purposes of this article.

However, a period of disability resulting from alcoholism or drug addiction during which the employee receives treatment or medical care with a view to rehabilitation shall be recognized as a period of disability.

23.06 In exchange for the employer's contribution to the insurance benefits provided for below, the entire rebate granted by Employment and Social Development Canada in the case of a registered plan shall be awarded to the employer.

23.07 The parties agree to maintain the intersectoral joint committee. This committee is responsible for establishing and applying the basic health insurance plan and the complementary plans provided for in this agreement.

23.08 The committee is made up of:

- a maximum of eight (8) employer representatives as follows:
  - three (3) representatives of the health and social services sector;
  - three (3) representatives of the elementary and secondary education sector;
  - two (2) representatives of the college education sector;

- and a maximum of eight (8) representatives of the following FTQ-affiliated unions: SCFP/CUPE, SEPB-Québec, SQEES-298 and UES-800.

23.09 The chair of the committee is Daniel Gagné. The chair's term shall end automatically upon their death, their written resignation or their termination requested by the committee.

23.10 The committee shall select from among non-members a new chair within thirty (30) days following the end of the chair's term. If they cannot agree on a chair, the chair shall be appointed by the chief judge on the Administrative Labour Tribunal.

The committee chair shall preferably be an actuary who is a member of the Canadian Institute of Actuaries, domiciled and residing in Quebec for at least three (3) years, or a person with the equivalent qualifications.

23.11 Management and the unions shall each have one (1) vote. The chair shall have a vote that shall be cast only in the event of a tie. Subject to the other recourses available to each party, the parties expressly waive the right to challenge any decision of the committee or its chair before an arbitrator.

23.12 The joint committee provided for in clause 23.07 may establish up to three (3) complementary plans whose entire cost shall be assumed by participants.

However, the employer shall participate in the implementation and application of these plans as provided for below, in particular by deducting the necessary contributions. Participation in a complementary plan shall be optional.

The complementary plans that may be implemented by the joint committee shall be life insurance, health insurance and dental insurance plans.

A complementary plan cannot include a combination of life insurance and health insurance benefits.

If, in agreement with the union, management implements a group insurance plan that provides benefits similar to those contained in one of the plans currently in effect, the corresponding complementary plan shall be abolished, and the number of allowable plans shall be reduced by that number.

23.13 The committee shall determine the provisions of the health insurance and complementary insurance plans and, depending on whether the circumstances so require, shall prepare specifications and obtain one or more group insurance plans covering all plan participants. To this end, the committee may issue a call for tenders or apply any other method it may determine; if a unanimous agreement on the method cannot be reached in committee, a call for tenders shall be issued to all insurance companies having their head office in Quebec. The contract must include a specific provision concerning a reduction in the premium if the drugs prescribed by a doctor are no longer considered expenses admissible for reimbursement under the basic plan.

23.14 The committee shall do a comparative analysis of the submissions received, if applicable, and, after having made a decision, shall send each party the analysis report and the reasons for their choice. The insurer selected may be a single insurer or a group of insurers acting as a single insurer.

The specifications must stipulate that the committee may obtain from the insurer a detailed statement of operations performed under the contract, various statistical compilations and all of the information necessary to verify the retention calculation.

The committee must also be able to obtain from the insurer, at a reasonable cost in addition to the costs set out in the retention calculation, any useful and relevant additional statement or statistical compilation a negotiating party might request. The committee shall provide each negotiating party with a copy of the information so obtained.

23.15 In addition, if an insurer selected by the committee ever modifies the basis for the retention calculation, the committee may decide to select another insurer; if the insurer ceases to comply with the specifications or substantially modifies its rate or the basis for the retention calculation, the committee shall be required to select another insurer. A modification shall be deemed to be substantial if it modifies the relative position of the selected insurer with respect to the bids submitted by the other insurers.

23.16 All contracts shall be issued jointly on behalf of the parties that make up the committee and shall include the following stipulations:

a) A guarantee that neither the factors in the retention formula or the rate according to which the premiums are calculated may be increased before the January 1 following the end of the first complete year of insurance, or more frequently than every twelve (12) months thereafter;

b) The premiums in excess of the benefits or reimbursements paid to insured persons shall be reimbursed annually by the insurer in the form of dividends or rebates after deduction of the amounts agreed upon based on the pre-established retention formula for contingencies, administration, reserves, taxes and profits;

c) The premium for a given period shall be established based on the rate applicable to the participant on the first (1st) day of the period;

d) No premiums shall be payable for a period during which the employee is not a participant on the first (1st) day; similarly, the entire premium shall be payable for a period during which the employee ceases to participate.

23.17 The joint committee shall entrust management with the execution of the work done to implement and apply the health insurance and complementary insurance plans; this work shall be done in accordance with the committee's instructions. Management shall be entitled to a reimbursement of the costs incurred as described below.

23.18 The committee shall be responsible for managing the funds containing any plan dividends or rebates. The committee chair's fees shall be charged to these funds, while the fees, expenses and disbursements incurred for the implementation and application of the plans shall be specifically charged to the funds from the basic health insurance plan, it being stipulated that reimbursable expenses do not include the employer's normal operating costs. Once the balance of funds from the basic health insurance plan have achieved or exceeded a contribution period to the basic health insurance plan, plan participants shall be granted a premium holiday for a period. The balance of the funds from a complementary plan shall be used, as soon as possible, for the benefit of participants in the plan, either to grant a premium holiday, deal with increases in premium rates or improve coverage.

23.19 The members of the joint committee shall not be entitled to any reimbursement of expenses or compensation for their services as such, but their employer shall pay them their regular salary.

II. BASIC LIFE INSURANCE PLAN

23.20 An employee covered by paragraph a) of clause 23.01 shall benefit from life insurance in the amount of six thousand four hundred dollars ($6,400).

An employee covered by paragraph b) of clause 23.01 shall benefit from life insurance in the amount of three thousand two hundred dollars ($3,200).

The employer shall pay one hundred percent (100%) of the cost of the above amounts of life insurance.

23.21 Employees who, on the date of signing of the last collective agreement benefited, as part of a group plan to which the employer contributed, from a higher amount of life insurance than provided for in this article and who remained insured until the end of the collective agreement for the amount exceeding the amount provided for in the current plan, as well as retired employees who, on that date, benefited from such insurance and who continued to benefit during the same period, may remain so insured provided that:

a) they made a request to their employer on the appropriate from no later than December 1, 1976;

b) they pay, on a monthly basis, the first forty cents ($0.40) of the cost of each thousand dollars ($1,000) of insurance, the employer assuming the balance of the cost.

III. BASIC HEALTH INSURANCE PLAN

23.22 The basic plan shall cover, in accordance with the terms and conditions set by the joint committee, prescription drugs sold by a licensed pharmacist or a duly authorized physician, upon prescription by a physician or dentist, as well as, at the joint committee's option, transportation by ambulance, hospital and medical expenses not otherwise reimbursable while the insured employee is temporarily outside Canada and their condition requires hospitalization outside Canada, the purchase price of an artificial limb for a loss sustained while they were insured, or other supplies and services prescribed by their treating physician and necessary to treat the disease, and hospital expenses up to the cost of a semi-private room.

23.23 The employer's contribution to the basic health insurance plan, for each pay period, cannot exceed the least of the following amounts:

a) In the case of an employee insured for themselves and their dependants:

   i) Job title with a maximum step on the salary scale on March 13, 2011, equal to or greater than $40,000 a year:

      - Biweekly pay: $23.46;
      - Weekly pay: $11.73;

ii) Job title with a maximum step on the salary scale on March 13, 2011, less than $40,000 a year:

- Biweekly pay: $37.98;
- Weekly pay: $18.99;

b) In the case of an insured employee insured for themselves only:

i) Job title with a maximum step on the salary scale on March 13, 2011, equal to or greater than $40,000 a year:

- Biweekly pay: $10.53;
- Weekly pay: $5.26;

ii) Job title with a maximum step on the salary scale on March 13, 2011, less than $40,000 a year:

- Biweekly pay: $16.31;
- Weekly pay: $8.15.

c) The maximum amount of coverage for the basic health insurance plan of the insured.

The employer's contribution shall vary, if applicable, if the employee changes job title.

23.24 Should the insurance be extended to prescription drugs covered by the Quebec Prescription Drug Insurance Plan (RAMQ), the amounts provided for in paragraphs a) and b) of clause 23.23 shall be reduced to two thirds (⅔) the monthly cost of the prescription drug insurance benefits included in the basic plan. The balance not required to maintain other benefits in the basic plan may be used, until the end of this collective agreement, as management's contribution to the above-mentioned complementary plans; however, the employer cannot be required to pay an amount higher than the amount paid by the insured employee themself. The complementary plans that exist on the date of the extension may be modified accordingly and, if necessary, new complementary plans may be implemented, subject to the maximum provided for in clause 23.12, including or not including the balance of the benefits of the basic plan.

23.25 Health insurance benefits shall be reduced by the benefits payable under any other public or private individual or group insurance plan.

23.26 Participation in the basic health insurance plan is mandatory.

However, an employee may, upon written notice to the employer, refuse or cease to participate in the basic health insurance plan provided they can establish that they are covered by another group insurance plan or, if the contract allows, by the Quebec Prescription Drug Insurance Plan (RAMQ).

An employee on leave without pay of more than thirty (30) days may cease participating in the basic health insurance plan under the same conditions. If the employee does not meet said conditions, they shall pay their own contributions as well as the employer's.

23.27 An employee who has refused or ceased to participate in the health insurance plan may become eligible once again under the conditions provided for in the contract.

23.28 The committee may agree to maintain, year after year with the appropriate modifications, the basic plan coverage for retired employees without an employer contribution, provided that:

- the employer is not required to participate in the collection of contributions;
- employees' contributions to the basic plan and the employer's corresponding contribution are established without taking into account any costs associated with the extension of the coverage to the retired employees;
- disbursements, contributions and rebates for retired employees are calculated separately, and all additional contributions payable by employees as a result of the extension of the plan to the retired employees are clearly identified as such;
- all modifications to the premium rates applicable to employees cannot take effect during the guaranteed rate period otherwise granted by the insurer.

IV. SALARY INSURANCE

23.29 Subject to the provisions of this article, an employee shall be entitled, for any period of disability during which they are on leave from work:

a) To up to the lesser of the number of sick days accumulated in their bank or seven (7) working days, to the payment of a benefit equivalent to the salary they would have received had they been at work.

However, if an employee must take leave from work because of a disability and does not have enough sick days in their bank to cover the first seven (7) working days of leave, they may use future days they will accumulate up to November 30 of the current year. However, in the case of the employee's departure before the end of the year, the employee shall reimburse the employer at the current rate at the time of their departure, on their last pay, the sick days taken in advance and not yet acquired.

Employees may cash in certain leaves, as provided for in clause 7.14, to cover all or part of this period;

b) As of the eighth (8th) working day and for a period of three (3) months, to payment of the equivalent of eighty percent (80%) of the salary they would have received had they been at work.

c) As of the end of the period provided for in paragraph b), and up to one hundred four (104) weeks from the start of the disability, without exceeding the date on which they effectively retire, to payment of a benefit equal to seventy percent (70%) of the salary they would have received had they been at work.

d) For all periods of disability provided for in paragraphs b) and c), the employee shall accumulate experience for the purposes of moving up the salary scale.

e) As of the end of the one hundred four (104)-week period provided for in the preceding paragraph, as part of the long-term salary insurance plan, to payment of a benefit equal to seventy percent (70%) of their salary, without exceeding the date on which they reach sixty-five (65) years of age.

The above-mentioned benefits shall be paid by an insurer or a government agency. The premiums under the long-term salary insurance plan shall not be payable by the employee, notwithstanding any provisions of the collective agreement to the contrary for employees eligible for the insurance plan.

f) As of the fourth (4th) week of disability within the meaning of clause 23.03A, and until the one hundred fourth (104th) week of the same disability, an employee who is receiving salary insurance benefits may, on the recommendation of the physician designated by the employer or of their treating physician, benefit from one or more periods of rehabilitation for duties related to their position, their assignment or, if the assignment is completed, another assignment, while continuing to benefit from the salary insurance plan. Such rehabilitation shall be possible with the consent of the employer, who cannot refuse without a valid reason, provided it allows the employee to perform all of their usual tasks. Salary insurance benefits shall then be reduced by eighty percent (80%) or seventy percent (70%), as the case may be, of the employee's gross salary for the work done during the rehabilitation period. This benefit shall be paid provided that the work is part of the employee's rehabilitation and that the disability persists.

The employer's decision to initiate a rehabilitation period shall apply ten (10) days after the treating physician has been notified of the recommendation made by the physician designated by the employer.

When in rehabilitation, the employee shall be entitled, on the one hand, to their salary for the proportion of time worked and, on the other hand, to the benefit applicable for the proportion of time not worked. The time not worked for a part-time employee shall be equivalent to the difference between the average number of hours established for the purposes of calculating the benefit and the number of hours worked.

In cases where the collective agreement stipulates that benefits or advantages are interrupted during a period of disability, these benefits or advantages shall be maintained for the amount of time worked and calculated based on the rules applicable to the part-time employee.

The rehabilitation period or periods, as the case may be, shall be taken within a maximum of three (3) consecutive months. At the end of the three (3) months, the employer and the employee may agree, on the recommendation of the treating physician, to extend the period for up to another three (3) consecutive months.

The employer may, on the recommendation of its designated physician, extend or terminate a rehabilitation period.

The employee may also terminate their rehabilitation period before the established end date upon presentation of a medical certificate issued by their treating physician.

No rehabilitation period shall result in the extension of the payment of the total or reduced benefit provided for in paragraph c) beyond one hundred four (104) weeks.

The provisions of this paragraph shall also apply to employees on disability receiving compensation under the Automobile Insurance Act (CQLR, c. A-25), the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) or the Crime Victims Compensation Act (CQLR, c. I-6), with the necessary adaptations concerning the percentage of reduction of the salary insurance benefit.

For part-time workers, the amount of benefits shall be established in proportion to the amount of time worked in the fifty-two (52) calendar weeks preceding the disability compared with the amount of the full-time benefit payable. The weeks during which sick leave, vacation, leave without pay, maternity leave, paternity leave or leave for adoption have been authorized are excluded from the calculation.

The calculation must be based on at least twelve (12) calendar weeks. Otherwise, the employer shall consider the weeks prior to the fifty-two (52)-week period until the calculation can be based on twelve (12) weeks. If the calculation cannot be based on at least twelve (12) weeks because of a shorter period between the employee's last hire date and the disability date, the calculation shall be based on the latter period.

For the purposes of calculating the benefit paid following the first one hundred four (104) weeks of disability, the salary used shall be the salary rate on the applicable scale the employee would have received had they been at work on the start date of the benefits provided for in paragraph e) of this clause. This benefit shall be indexed on January 1 of each year based on the indexation rate determined in accordance with the Act respecting the Québec Pension Plan (CQLR, c. R-9), up to a maximum of five percent (5%).

23.30 A disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) for the first twenty-four (24) months of disability, and for an additional year if the employee is still disabled at the end of the twenty-fourth (24th) months unless they have returned to work, died or retired before the end of this period. The employee shall continue to benefit from the insurance plans for the first twenty-four (24) months of disability.

However, the must pay the required contributions, except that, as of the termination of payment of the benefit provided for in paragraph a) of clause 23.29, they shall benefit from the waiver of contributions to RREGOP without losing their rights. The provisions concerning the waiver of contributions are an integral part of the provisions of RREGOP, and the resulting cost shall be shared like any other benefit. Subject to the provisions of the collective agreement, payment of benefits shall not be interpreted as giving the beneficiary the status of employee or as adding to their rights as such with respect in particular to the accumulation of sick days.

23.31 The initial amount of the salary insurance benefits shall be reduced, regardless of subsequent increases resulting from indexation clauses, by all disability benefits payable under any act, in particular the Automobile Insurance Act, the Act respecting the Québec Pension Plan, the Act respecting industrial accidents and occupational diseases, and the various acts respecting the pension plans.

In addition, the initial amount of the salary insurance benefits payable under paragraph e) of clause 23.29 shall be reduced, regardless of subsequent increases resulting from indexation clauses, by all pension benefits payable without actuarial reduction under the employee's pension plan. More specifically, the following provisions shall apply:

a) Where the disability renders the employee eligible for benefits payable under the Act respecting the Québec Pension Plan or the various acts respecting the pension plans, the salary insurance benefits shall be reduced by these disability benefits.

b) Where the disability renders the employee eligible for disability benefits payable under the Automobile Insurance Act, the following provisions shall apply:

i) For the period provided for in paragraph a) of clause 23.29, if the employee has a bank of sick days, the employer shall pay the employee, if applicable, the difference between their net salary[1] and the benefit payable by the Société de l'assurance automobile du Québec (SAAQ). The bank of sick days shall be reduced proportionally by the amount so paid.

ii) For the period provided for in paragraph b) of clause 23.29, the employee shall receive, if applicable, the difference between eighty-five percent (85%) of their net salary[1] and the benefits payable by the SAAQ.

iii) For the period provided for in paragraph c) of clause 23.29, the employee shall receive, if applicable, the difference between seventy-five percent (75%) of their net salary[1] and the benefits payable by the SAAQ.

c) In the case of an employment injury rendering the employee eligible for the income replacement indemnity payable under the Act respecting industrial accidents and occupational diseases, the following provisions shall apply:

i) The employee shall receive ninety percent (90%) of their net salary[1] from the employer until the consolidation date of the injury, up to one hundred four (104) weeks after the start of the disability period.

ii) After the consolidation of the injury, the salary insurance plan provided for in clause 23.29 shall apply if the employee is still disabled from the same injury within the meaning of clause 23.03. In such case, the start date of said leave shall be considered the start date of the disability period for the purposes of applying the salary insurance plan.

iii) Benefits paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) for the same period shall be paid to the employer, up to the amounts provided for in subparagraphs i) and ii).

The employee must sign the forms required to ensure reimbursement to the employer.

The employee's bank of sick days shall not be affected by such leave, and the employee shall be deemed to be receiving salary insurance benefits.

1 Net salary: Net salary is the gross salary minus federal and provincial income taxes and contributions to the Québec Pension Plan and the Employment Insurance Plan.

No salary insurance benefits shall be paid for a disability compensated under the Act respecting industrial accidents and occupational diseases when the employment injury rendering the employee eligible for such benefits occurred while working for another employer. In this case, the employee is required to notify their employer of such event and of the fact that they are receiving an income replacement indemnity. However, if the CNESST stops paying benefits under the Act respecting industrial accidents and occupational diseases following an employment injury that occurred while the employee was working for another employer, the salary insurance plan provided for in clause 23.29 shall apply if the employee is still disabled within the meaning of clause 23.03 and, in such a case, the start date of their leave shall be considered the start date of the disability for the purposes of applying the salary insurance plan.

To receive the benefits provided for in clauses 23.29 and 23.31, the employee must notify the employer of the amount of the weekly benefit payable under any act.

23.31 A If a claim filed with the CNESST, including crime victims compensation (IVAC), or the SAAQ is challenged, or if payment of a benefit is delayed, a disabled employee within the meaning of clause 23.03 may, upon request, receive an advance on the salary insurance benefit pursuant to the provisions of paragraphs a), b) and c) of clause 23.29.

While the employee is receiving such advance, they shall remain subject to all of the provisions of the salary insurance plan.

Upon receipt of the benefits paid by the CNESST, including IVAC, or the SAAQ, the employee shall reimburse the advance in a single lump-sum payment.

23.32 Payment of the benefit provided for in paragraph c) of clause 23.29 shall cease with the payment for the last week of the month during which the employee effectively retires.

Payment of the benefits provided for in paragraph e) of clause 23.29 shall cease on the date the employee reaches age sixty-five (65).

The amount of the benefit for each working day the employee is disabled during the normal work week shall be calculated as one fifth (1/5) of the amount provided for a full week.

23.33 No benefits shall be payable during a strike, except for a disability that began before the strike.

23.34 The benefits payable under paragraphs a), b) and c) of clause 23.29 shall be paid directly by the employer upon presentation by the employee of the reasonably required supporting documents.

The employee shall be entitled to reimbursement for the cost of having the physician provide any additional medical information required by the employer.

The employee shall be responsible for making sure that all supporting documents are duly completed.

23.35 Regardless of the duration of the leave, whether or not it is compensated and whether or not an insurance contract is taken out to insure the risk, the employer or the insurer or government agency management has chosen to represent the employer for this purpose may verify the reason for the leave and verify the nature and duration of the disability.

23.36 In order to allow for such verification, the employee must notify the employer immediately if they cannot report for work because of an illness and promptly submit the supporting documents provided for in clause 23.34.

The employer or its representative may require a statement by the employee or their treating physician except if, given the circumstances, no physician has been consulted. It may also have the employee examined in relation to any leave, the cost of such examination not being payable by the employee, and the reasonably incurred travel expenses shall be reimbursed according to the provisions of the collective agreement.

23.37 This may be verified based on sampling or as needed when, given the accumulation of absences, the employer deems it appropriate. If the employee gives a false statement, or if the reason for the leave is other than the employee's illness, the employer may take the appropriate disciplinary measures.

23.38 If, because of the nature of the employee's illness or injuries, the employee was unable to notify the employer immediately or to promptly submit the required supporting documentation, they must do so as soon as possible.

23.39 Procedure for settling a dispute concerning disability

The employee may challenge any assumption of the nonexistence or end of disability or the employer's decision to require the employee to undergo, extend or terminate a rehabilitation period, in accordance with the following procedure:

1. The employer shall give the employee and the union written notice of its decision to not or to no longer recognize the disability**,** to not recognize the end of the disability or to require that the employee undergo or extend a rehabilitation period. The notice sent to the employee shall be accompanied by the reports and assessments directly related to the disability that the employer will send to the medical arbitrator and which will be used in the arbitration procedure provided for in subparagraphs 3 to 10.

2. An employee who does not report to work on the day indicated in the notice provided for in subparagraph 1 shall be deemed to have challenged the employer's decision by grievance on that date. In the case of an unassigned part-time employee on the recall list, the grievance shall be deemed to have been filed on the day the union receives notice from the employer indicating that the employee did not report for work on an assignment offered to them or no later than seven (7) days after receipt of the notice provided for in subparagraph 1.

   If the employer does not recognize the end of the employee's disability, the employee must challenge the employer's decision by filing a grievance within thirty (30) days following receipt of the notice provided for in subparagraph 1.

3. If the disability is within the area of competence of a physiatrist, psychiatrist or orthopedist**,** the local parties shall have ten (10) days following the date the grievance was filed to agree on the designation of a medical arbitrator. If an agreement cannot be reached on the relevant specialty within the first five (5) days, it shall be determined within the following two (2) days by the general practitioner or their substitute[1] based on the assessment reports provided by the treating physician and the first physician designated by the employer. In this case, the local parties shall have the number of days remaining in the ten (10)-day period to agree on the choice of a medical arbitrator. If they fail to agree on the choice of a medical arbitrator, the clerk shall designate one from the list provided for in this subparagraph, in turn, based on the relevant speciality identified and the following two (2) geographic sectors:

PHYSIATRY

Eastern sector[2]

Suzanne Lavoie, Quebec City
Claudine Morand, Quebec City

Western sector[3]

Claude Bouthillier, Montreal
Richard Lambert, Montreal
Suzanne Lavoie, Montreal
Simon Tinawi, Montreal

ORTHOPEDICS

Eastern sector[2]

Pierre Beaumont, Rivière-du-Loup
Louis-René Bélanger, Saguenay
Michel Blanchet, Quebec City
Daniel Garneau, Quebec City
Bernard Lacasse, Quebec City
Marc-André Latour, Quebec City
François Lefebvre, Saguenay
Rémy Lemieux, Saguenay
Jean-Marc Lépine, Quebec City
François Morin, Quebec City

1 For the term of this collective agreement, the general practitioner is Daniel Choinière, and his substitute is Pascal Rochette.

2 The Eastern sector includes the following regions: Bas Saint-Laurent, Saguenay–Lac-Saint-Jean, Capitale nationale, Chaudière-Appalaches, Côte-Nord, Gaspésie-Îles-de-la-Madeleine.

3 The Western sector includes the following regions: Mauricie-Centre-du-Québec, Estrie, Montreal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik et Terres-Cries-de-la-Baie-James.

Western sector[1]

Maxime Beaumont-Courteau, Laval
David Blanchette, Montreal
Jacques Desnoyers, Longueuil
Julien Dionne, Saint-Hyacinthe
Sylvain Gagnon, Montreal
Claude Godin, Montreal
Timothy A. Héron, Montreal
Alain Jodoin, Montreal
Nathalie Kouncar, Laval
Pierre Major, Montreal
Khalil Masri, Laval
Jacques Murray, Sorel-Tracy
Pierre Ranger, Laval
Éric Renaud, Laval
Jacques Toueg, Laval

PSYCHIATRY

Eastern sector[2]

Michel Brochu, Quebec City
Yvan Gauthier, Quebec City
Claude Girard, Quebec City
Denis Jobidon, Quebec City
Gérard Leblanc, Quebec City
Guylaine Proteau, Quebec City

Western sector[1]

Louis Côté, Montreal
Hélène Fortin, Montreal
Serge Gauthier, Laval
Marc Guérin, Montreal
Jean Hébert, Laval
Louis Legault, Montreal
Howard Charles Margolese, Montreal
Luc Morin, Sherbrooke
Jacinthe Pineault, St-Hyacinthe
Roger-Michel Poirier, Montreal
Jean-Robert Turcotte, Montreal

1 The Western sector includes the following regions: Mauricie-Centre-du-Québec, Estrie, Montreal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik et Terres-Cries-de-la-Baie-James.

2 The Eastern sector includes the following regions: Bas Saint-Laurent, Saguenay–Lac-Saint-Jean, Capitale nationale, Chaudière-Appalaches, Côte-Nord, Gaspésie-Îles-de-la-Madeleine.

If the disability is within the area of competence other than physiatry, orthopedics or psychiatry, the local parties shall have ten (10) days from the date the grievance is filed to agree on the choice of a medical arbitrator in accordance with the joint recommendation of the designated physician and the treating physician. If an agreement cannot be reached on the relevant specialty within the first five (5) days, it shall be determined within the following two (2) days by the general practitioner or their substitute[1] based on the assessment reports provided by the treating physician and the first physician designated by the employer. In this case, the local parties shall have the number of days remaining in the ten (10)-day period to agree on the choice of a medical arbitrator. If they cannot reach an agreement on the choice of a medical arbitrator, the employer shall notify the general practitioner or their substitute so that they can designate a physician in the area of competence identified within five (5) days.

4. To be eligible, the medical arbitrator must be able to render a decision within the specified time frames.

5. Within fifteen (15) days of the determination of the relevant specialty, the employee or union representative and the employer shall send the medical arbitrator the records and assessments directly related to the disability produced by their respective physicians.

6. The medical arbitrator shall meet with the employee and examine them if they deem necessary. This meeting shall be held within thirty (30) days following the identification of the relevant specialty.

7. Travel expenses reasonably incurred by the employee shall be reimbursed by the employer in accordance with the provisions of the collective agreement. If the employee's state of health makes it impossible for them to travel, they shall not be obliged to do so.

8. The mandate of the medical arbitrator shall include only the following:

   - Nonexistence of disability;
   - End date of disability;
   - Ability of the employee to undergo, extend or terminate a rehabilitation period.

9. If the medical arbitrator concludes that the employee is or is still disabled, they may also rule on the employee's ability to undergo rehabilitation.

10. The medical arbitrator shall make their decision based on the documents provided in accordance with the provisions of subparagraph 5 and the meeting provided for in subparagraph 6. The medical arbitrator shall rule, subject to the rules of ethics, on whether the opinion of the treating physician or the opinion of the physician designated by the employer is to stand. The arbitrator shall rule no later than within forty-five (45) days following the date the grievance was filed. The arbitrator's decision shall be final and binding upon the parties.

1 For the term of this collective agreement, the general practitioner is Daniel Choinière, and his substitute is Pascal Rochette.

Until the employee returns to work, or until the medical arbitrator renders a decision, the employee shall benefit from the salary insurance benefits provided for in this article.

The employer cannot demand that the employee return to work before the date indicated on the medical certificate or until the medical arbitrator has ruled otherwise.

If the arbitrator determines the nonexistence or end of the disability, the employee shall reimburse the employer at a rate of ten percent (10%) of the amount paid per pay period, until the debt has been paid.

The employee cannot challenge, under the provisions of the collective agreement, their ability to return to work if a body or competent court constituted under any act, in particular the Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases or the Crime Victims Compensation Act, has rendered a decision concerning their ability to return to work in relation to the same disability and the same diagnosis.

23.39 A In the case of the benefits provided for in paragraph e) of clause 23.29, the employer shall make sure, in the specifications or otherwise, that the insurance contract includes the following arbitration clause:

"If the insurer refuses to pay the benefit, the insurer's physician shall meet with the employee's physician to reach an agreement. If an agreement cannot be reached, a medical arbitrator shall be chosen jointly by both physicians. If an agreement cannot be reached on the choice of a medical arbitrator, one shall be chosen by the representatives of the government and the FTQ union concerned. The decision of the medical arbitrator shall be final and binding upon the insured and the insurer."

23.40 The sick days credited to an employee on May 1, 1980, and not used under the provisions of the preceding collective agreement shall remain in their bank and may be used, at the regular salary rate at the time they are used, as follows:

a) To complete the seven (7)-working day waiting period when the employee has, during the year, used all 9.6 sick days provided for in clause 23.41;

b) For preretirement purposes;

c) To buy back years of service in which they did not contribute to RREGOP (Chapter II, Division II, of the Act).

   In this case, all of the sick days in the employee's bank shall be usable as follows:

   - First, the first sixty (60) days at full value; and
   - Then the remaining sixty (60) days, without limit, at half their value.

d) To make up the difference between the employee's net salary and the salary insurance premium provided for in paragraphs b) and c) of clause 23.29. During this period, the bank of sick days shall be reduced proportionally by the amount so paid.

   For the purposes of applying this subparagraph, net salary shall mean gross salary minus federal and provincial income taxes and contributions to the QPP, the Employment Insurance Plan and the pension plan;

e) On the employee's departure, the sick days with cash value accumulated shall be paid on a day-to-day basis for up to sixty (60) working days. The remaining sixty (60) working days of sick leave accumulated shall be paid at the rate of one half (½) day per working day accumulated for up to thirty (30) working days. The maximum number of sick days with cash value can in no case exceed ninety (90) working days.

23.41 At the end of each month of paid service, the employee shall be credited 0.80 working days of sick leave. For the purposes of applying this paragraph, all authorized leaves of more than thirty (30) days shall interrupt such accumulation. However, accumulation shall not be interrupted when the employee takes leave for more than thirty (30) consecutive days under clause 21.02.

Any continuous period of disability of more than twelve (12) months shall interrupt the accumulation of vacation days, regardless of the reference period provided for in clause 21.04.

An employee may use six (6) of the sick days provided for in the first (1st) paragraph for personal reasons. The employee shall send notice of their intention to take such sick days at least twenty-four (24) hours in advance to the employer, which cannot refuse without a valid reason. The parties may, by local arrangement, agree to allow an employee to break down one (1) of the sick days used for personal reasons into half (½) days. If applicable, the parties shall agree on the applicable terms and conditions.

23.42 An employee who has not taken all of the sick days to which they are entitled under clause 23.41 shall receive, no later than December 15 of each year, payment for the days accumulated but not taken as at November 30.

23.43 An employee may choose not to cash in the days accumulated but not taken as at November 30 in order to create and maintain a bank of up to five (5) days of sick leave to cover the waiting period provided for in paragraph a) of clause 23.29. If they are not used for this purpose, they cannot be cashed in, except in the case of the employee's death or departure.

This bank of sick days may be used by anticipation once all of the sick days provided for in clause 23.41 have been taken.

23.44 Instead of accumulating sick days as provided for in clause 23.41, a part-time employee shall receive on each pay an amount calculated in accordance with the provisions of clause 7.13.

A part-time employee covered by subparagraph a) or b) of clause 23.01 shall benefit from the other provisions of the salary insurance plan, except that, for each disability period, the benefit shall be payable only after 9.8 calendar days of absence from work due to disability, starting on the first (1st) day the employee was required to report for work.

The preceding paragraph does not apply to part-time employees who have chosen under the provisions of clause 23.01 not to be covered by the insurance plans.

Part-time employees may cash in certain leaves, as provided for in clause 7.14, to cover all or part of this period.

V. RETURN TO WORK OF AN EMPLOYEE WHO HAS SUFFERED AN EMPLOYMENT INJURY WITHIN THE MEANING OF THE ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

23.45 The employer may, if an employee is eligible for the income replacement indemnity, assign that employee temporarily either to their original position or, in priority over employees on the recall list and subject to the provisions of clause 15.01, to a temporarily vacant position, even if the injury is not yet consolidated. The assignment shall not involve any risks to the employee's health, safety or physical well-being given their injury.

Notwithstanding the preceding paragraph, the employee and the employer shall be subject to the Act, in particular to section 179.

23.46 An employee who, despite the consolidation of their injury, remains unable to meet the normal requirements of their job shall be placed, provided they are eligible for the income replacement indemnity, on a special team if their residual capacities allow them to perform certain tasks.

23.47 Unless the local parties agree otherwise, an employee on the special team shall be deemed to have applied for any vacant or newly created positions in the same status if their residual capacities allow them to perform the duties associated with this position without risk to their health, safety or physical well-being given their injury.

Notwithstanding the provisions relating to voluntary transfers, the position shall be granted to the employee with the most seniority on the special team, subject to clause 15.05, provided they meet the normal requirements of the job.

23.48 An employee who refuses the position offered under the preceding clause without a valid reason shall be stricken from the special team.

VI. REINSTATEMENT OF EMPLOYEES WHO HAVE BEEN ON DISABILITY LEAVE FOR MORE THAN SIX (6) MONTHS

23.49 The parties shall maintain the local joint committee, whose mandate shall be to analyze and monitor the files of employees on disability leave for more than six (6) months, in particular by making sure that the insurer receives the necessary information from the employer and the employee as of the eighteenth (18th) month of disability. The functioning of the committee shall be established at the local level.

23.50 The committee may agree to modify the employee's position or, if applicable, any vacant position to take the employee's residual capacities into account.

23.51 Subject to clauses 15.05 and 23.47, and after agreement in the committee, if the position of the employee cannot be modified, the employee shall have priority for any vacant or newly created position if their residual capabilities allow them to perform the tasks associated with the position. In such a case, the position granted shall not be subject to the provisions respecting voluntary transfer.

23.52 An employee who obtains a position under the preceding clauses shall be deemed no longer disabled within the meaning of clause 23.03 starting on the date they begin work in that position.

VII. SPECIAL CONDITIONS FOR EMPLOYEES WHO HAVE BEEN ON DISABILITY LEAVE FOR MORE THAN ONE HUNDRED FOUR (104) WEEKS

23.53 This section applies in cases where the medical arbitration ruling provided for in the insurance contract in accordance with clause 23.39A concludes that the employee is not or is no longer disabled on a date between the one hundred fourth (104th) week and the one hundred fifty-sixth (156th) week after the start of the disability.

23.54 Where a ruling made by the medical arbitrator in the medical arbitration procedure provided for in the insurance contract in accordance with clause 23.39A concludes that the employee is not or is no longer disabled, and that no ruling was made between the twenty-first (21st) and the twenty-fourth (24th) month of disability by a medical arbitrator designated according to the medical arbitration procedure provided for in clause 23.39, the employer shall reinstate the employee in their position. In this case, the employee shall be subject to the requalification period provided for in paragraph ii) of clause 23.04.

23.55 Where a ruling made by the medical arbitrator in the medical arbitration procedure provided for in the insurance contract in accordance with clause 23.39A concludes that the employee is not or is no longer disabled, and that a ruling was made between the twenty-first (21st) and the twenty-fourth (24th) month of disability by a medical arbitrator designated according to the medical arbitration procedure provided for in clause 23.39 declaring the employee disabled, the employer may, based on the advice of its designated physician, reinstate or refuse to reinstate the employee in their position.

If the employer decides not to reinstate the employee, the employee may challenge the decision by filing a grievance within ten (10) days of receiving written notice to this effect. In this case, the medical arbitration procedure provided for in clause 23.39 applies.

ARTICLE 24

PENSION PLAN

24.01 Employees are governed by the provisions of the Teachers Pension Plan, the Civil Service Superannuation Plan or the Government and Public Employees Retirement Plan (RREGOP), as the case may be.

Progressive retirement program

24.02 The progressive retirement program enables employees who hold a full-time or part-time position and who work forty percent (40%) of the hours of a full-time position to reduce their work hours in the years preceding their retirement.

24.03 Progressive retirement shall be granted upon prior agreement with the employer given the needs of the service or department.

A full-time or part-time employee can only benefit from the program once, even if it is cancelled before the end date of the agreement.

24.04 The progressive retirement program is subject to the following terms and conditions:

1) Period covered by these provisions and retirement

a) These provisions may apply to an employee for a minimum of twelve (12) months and a maximum of sixty (60) months.

b) This period, including the percentage and scheduling of work shall hereafter be referred to as the “arrangement.”

c) At the end of the arrangement, the employee shall retire.

d) However, if the employee is not eligible for retirement at the end of the arrangement because of circumstances out of their control (e.g. strike, lockout, correction to prior service), the agreement shall be extended until the employee is eligible for retirement.

2) Term of the arrangement and work

a) The term of the arrangement shall be 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 start of the arrangement; it shall also indicate the term of the arrangement.

c) The percentage of time worked shall be at least forty percent (40%) and at most eighty percent (80%) of the time worked by a full-time employee, on an annual basis.

d) The percentage of time worked and the schedule shall be agreed upon by the employer and the employee and may vary during the term of the arrangement. Moreover, the employer and the employee may agree, during the term of the arrangement, to modify the percentage of time worked and the work schedule.

e) The arrangement between the employee and the employer shall be in writing, and a copy shall be given to the union.

f) An employee may reach a written agreement with their Employer more than six (6) months before the end of the arrangement to extend the arrangement. Any extension must be at least twelve (12) months, up to a maximum of sixty (60) months. Despite any extension, the total duration of the arrangement shall not exceed seven (7) years.[1]

In the case of progressive retirement that will terminate on the effective date of this amendment and within nine (9) months following that date, there will be no deadline for the employee to reach an agreement with their employer to extend the arrangement.[2]

3) Rights and benefits

a) During the term of the arrangement, the employee shall receive compensation corresponding to the amount of time worked.

b) The employee shall continue to accumulate seniority as if they were not participating in the program.

For part-time employees, the reference period for calculating seniority shall be the average number of days of seniority accumulated per week in the last twelve (12) months of service or since the date they started working for the employer, whichever is later.

c) The employee shall be credited, for the purposes of eligibility for a retirement pension and the calculation of the retirement pension, for the full-time or part-time service they provided before the start of the arrangement.

d) During the term of the arrangement, the employee and the employer shall contribute to the pension plan based on the phased eligible income and the amount of time worked (full-time or part-time) by the employee before the start of the arrangement.

e) If the employee becomes disabled during the term of the arrangement, their contributions to the pension plan shall be waived based on the phased eligible income and the amount of time worked before the start of the arrangement.

During a period of disability, the employee shall receive a salary insurance benefit calculated based on the annual percentage of time worked and schedule agreed upon, which shall not exceed the end date of the arrangement.

f) Pursuant to clause 23.40, the sick days credited to an employee may be used within the arrangement to totally or partially make up for the amount of time worked provided for in the arrangement, for an amount of time equivalent to the sick days credited to the employee.

g) During the term of the arrangement, the employee shall benefit from the basic life insurance plan they were benefiting from before the start of the agreement.

---

1 As of the date of introduction in the National Assembly of the bill implementing this amendment or, at the latest, on June 30, 2024.

2 As of the date of introduction in the National Assembly of the bill implementing this amendment or, at the latest, on June 30, 2024.

h) The employer shall continue to pay its contribution to the basic health insurance plan the employee was benefiting from before the start of the arrangement, provided the employee pays their share.

4) Voluntary transfers

In the case of a voluntary transfer of an employee benefiting from the progressive retirement program, the employee and the employer shall meet to agree on whether or not to maintain the arrangement or any modifications to it. If an agreement is not reached, the arrangement shall end.

5) Bumping and layoffs

For the purposes of applying the bumping procedure, when an employee's position is abolished or they are bumped, they shall be deemed to work the full-time or part-time schedule normally associated with their position. The employee shall continue to benefit from the progressive retirement program.

If the employee is laid off and is covered by employment security, the layoff shall have no effect on the arrangement, which shall continue to apply during the layoff.

6) Termination of arrangement

The arrangement shall end in the following cases:

- Retirement;
- Death;
- Resignation;
- Dismissal;
- Withdrawal with the employer's consent;
- Disability of the employee for more than three (3) years if, during the first two (2) years of the disability, the employee was eligible for salary insurance.

In these cases, as well as in the case provided for in paragraph 4) of clause 24.04, the service credited under the agreement shall be maintained. If applicable, any unpaid contributions, accumulated with interest, shall remain in the employee's file.

24.05 Unless otherwise specified in the preceding clauses, an employee benefiting from the progressive retirement program shall be governed by the rules of the collective agreement applying to part-time employees.

ARTICLE 25

FRINGE BENEFITS

25.01 The employer shall grant the employee:

1) five (5) calendar days' leave on the occasion of the death of their spouse, dependant child or other child;
2) three (3) calendar days on the occasion of the death of the following family members: father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law or son-in-law;
3) two (2) calendar days on the occasion of the death of their spouse's child (with the exception of those provided for in paragraph 1);
4) one (1) calendar day's leave on the occasion of the death of their sister-in-law, brother-in-law, grandfather, grandmother, grandson or granddaughter.

On the occasion of the above-mentioned deaths, the employee shall be entitled to one (1) additional day for travel if the funeral (religious or civil ceremony) takes place two hundred forty kilometres (240 km) or more from their home.

25.02 The leaves provided for in the various paragraphs of clause 25.01 may be taken, at the employee's discretion, between the date of the death and the date of the funeral (religious or civil ceremony), inclusive. Leaves of more than one (1) calendar day shall be taken continuously.

The leaves provided for in the various paragraphs of clause 25.01 may be taken starting on the day before the death when the death is provided for under the Act respecting end-of-life care (CQLR, c. S-32.0001). The employee shall notify their employer of their absence as soon as possible.

However, the employee may choose to use one (1) day's leave to attend the burial, cremation or disposal of ashes if it takes place outside the specified time frame. In no way shall the application of this paragraph result in the employee receiving compensation in addition to the compensation provided for in clause 25.03.

25.03 For the calendar days of leave mentioned in clause 25.01, employees shall receive compensation equivalent to what they would have received had they been at work, unless the leave coincides with any other leave provided for in this collective agreement.

25.04 In all cases, the employee shall notify their immediate superior or the human resources director and produce proof or an attestation of the facts upon request.

25.05 An employee who is called to act as a juror or witness in a case in which they are not one of the interested parties shall receive, for the period during which they are called to act as a juror or witness, the difference between their regular salary and the indemnity paid for their service by the court.

In the case of a civil lawsuit against an employee for an incident in the normal exercise of their duties, the employee shall not suffer a loss of regular pay for the time they are required to be in court.

25.06 On the occasion of their wedding or civil union, all full-time employees shall be entitled to one (1) week's leave with pay.

An employee who holds a part-time position shall also be entitled to such leave in proportion to the number of days associated with their position. If the employee holds an assignment on the date they leave, the leave shall be compensated in proportion to the number of days associated with the assignment on that date, including, if applicable, the number of days associated with their position if they have not temporarily left it. Other part-time employees shall be entitled to this leave in proportion to the number of days associated with the assignment they held on the date they left on leave.

This leave for wedding or civil union shall be granted provided the employee makes the request at least four (4) weeks in advance.

This leave for wedding or civil union may be taken the week that includes the day of the wedding or the civil union or the following week, upon agreement between the employer and the employee. In the latter case, the day of the wedding or the civil union shall be deducted from the leave if it was compensated under the Act respecting labour standards (CQLR, c. N-1.1).

25.07 An employee who is a member of the board of directors of a health and social services board shall be granted leave without loss of pay to take part in meetings of the board of director, after requesting such leave from their immediate supervisor, who cannot refuse without a valid reason.

After requesting the leave from their immediate supervisor, an employer who is a member of the board of directors of the establishment shall be granted leave without loss of pay to participate in meetings of the board.

25.08 Employees shall be entitled to two (2) fifteen (15)-minute breaks per workday.

Leave for family responsibilities

25.09 After notifying their employer as soon as possible, an employee may take leave from work without pay for up to ten (10) days a year to fulfil obligations related to the care, health or education of their child or spouse's child, or because of the state of health of their spouse, father, mother, brother, sister, grandfather or grandmother.

The days so used shall be deducted, where possible, from the annual bank of sick days or taken without pay, at the employee's discretion.

This leave may be broken down into half (½) days with the employer's consent.

The employee must take reasonable measures to limit the use and duration of leaves provided for in this clause.

25.10 An employee may take leave from work under sections 79.8 to 79.15 of the Act respecting labour standards by notifying the employer of the reason for their absence as soon as possible and by providing supporting documents.

During this leave without pay, the employee shall continue to accumulate seniority and experience. The employee shall continue to take part in the basic health insurance plan by paying their share of the premiums. In addition, they may continue to participate in the optional insurance plans applicable to them by so requesting at the start of their leave and by paying the full premiums.

At the end of this leave without pay, the employee may return to their position or, if applicable, a position they applied for, in accordance with the provisions of the collective agreement. If the position has been abolished, or if the employee has been bumped, they shall be entitled to the benefits they would have received had they been at work.

Similarly, upon their return from leave without pay, an employee who does not hold a position shall return to the assignment they held at the time of their departure if the assignment is still ongoing at the end of the leave.

If the assignment is over, the employee shall be entitled to another assignment under the provisions of the collective agreement.

ARTICLE 26

MEALS

26.01 When meals are served to beneficiaries in the employee's workplace, or when the employee can go to the establishment for a meal within the time frame allotted, the employer shall provide a suitable meal when meals are provided during their work schedule.

An employee who, because of their assignment, benefits from a meal allowance to replace the meal provided for in this clause shall continue to benefit from such allowance unless the employer is able to provide a substitute.

The price of each meal shall depend on the items included, but a complete meal shall not exceed:

Breakfast: $2.37[1]
Lunch: $5.14[1]
Supper: $5.14[1]

On April 1 of each year, the cost of meals shall be increased by the percentage increase of the salary rates and scales provided for in clause 7.27 of the collective agreement.

An employee may bring their own meal and eat it in a suitable location designated for this purpose by the employer.

It is understood that employees who were paying lower prices than those specified above shall not benefit from acquired rights.

In establishments where rates are higher than those mentioned above, they shall continue to apply to all employees in these establishments for the term of this agreement.

26.02 Employees assigned to shifts or whose work hours differ from those of other employees shall also benefit from the provisions of clause 26.01 in this article.

1 The prices indicated are applicable as of April 1, 2024.

ARTICLE 27

TRAVEL ALLOWANCES

27.01 An employee who, at the employer's request, performs their duties outside their home base shall be deemed to be at work for the time needed to travel and shall be entitled to reimbursable travel allowances in accordance with the following terms and conditions:

The terms and conditions applicable if the employee does not have to report to their home base at the beginning or end of their workday shall be agreed upon locally.

Automobile expenses

If the employee uses their personal vehicle, they shall receive:

from 0 to 8,000 km:	$0.620 per km
8,001 km or more:	$0.545 per km

An amount of $0.155 per kilometre shall be added to the allowances for travel on gravel roads.

27.02 The additional "business" insurance premium shall be reimbursed in full if the employer requires the employee to use their personal vehicle. However, the establishment shall be free from all responsibility if the employee does not take out "business" insurance.

27.03 An employee required by the employer to use a vehicle, who uses their personal vehicle for this purpose on a regular basis during the year, and who travels less than eight thousand kilometres (8,000 km), shall receive, in addition to the indemnity provided for in the general plan, compensation equal to eight cents ($0.08) per kilometre for the difference between the distance actually travelled and eight thousand kilometres (8,000 km), payable at the end of the year.

If the employer no longer requires the employee to use a vehicle, the employee shall be entitled, for the entire year, to the compensation established based on the terms and conditions provided for in the preceding paragraph.

If the employee does not use their own vehicle, the employer shall reimburse them their expenses in accordance with locally established terms and conditions.

Tolls and parking fees associated with the employee's travel in the performance of their duties shall be reimbursable.

Parking expenses at the home base shall be reimbursed based on the number of days the employee is required to use their vehicle in the performance of their duties, in accordance with locally established terms and conditions.

27.04 Meals

During travel and in accordance with locally established terms and conditions, the employee shall be entitled to the following meal allowances:

Breakfast:	$14.70
Lunch:	$20.20
Supper:	$30.50

27.05 Accommodations

If an employee must stay at a hotel during the performance of their duties, they shall be entitled to a reimbursement of actual and reasonable accommodation expenses, plus a $7.75 per diem.

If the employee stays with a friend or family member in the performance of their duties, they shall be entitled to a reimbursement of $22.25.

27.06 If, during the term of this collective agreement, a government regulation authorizes rates higher than those provided for in clauses 27.01, 27.03, 27.04 and 27.05 for employees covered by this collective agreement, the employer undertakes to adjust the rates provided for in clauses 27.01, 27.03, 27.04 and 27.05 within thirty (30) days.

ARTICLE 28

ACQUIRED BENEFITS AND PRIVILEGES

28.01 Employees who currently have more benefits or privileges than those provided for in this agreement shall continue to receive these benefits for the term of the collective agreement, with the exception of the benefits and privileges acquired in a local agreement since March 20, 1987.

Notwithstanding any of the provisions of the collective agreement, no exemptions from the List of job titles, descriptions and salary rates and scales in the health and social services network can constitute an acquired benefit or privilege or be invoked as such by an employee.

28.02 No provisions of the previous collective agreements that are more advantageous than the provisions of this collective agreement can be invoked as an acquired benefit or privilege.

ARTICLE 29

CONTRACT FOR SERVICES (LUMP-SUM CONTRACT)

29.01 In the case of a contract between the employer and a third party or any contract for a public-private partnership that directly or indirectly takes away some or all of the tasks performed by employees covered by the bargaining certificate, the employer shall be obligated toward the union and its employees as follows:

1. First, the union shall be given the opportunity to review the economic and other reasons for the establishment's plan and, within sixty (60) days, the employer shall meet with the union to hear its alternatives, suggestions or modifications for achieving the establishment's objectives within the parameters of the plan.

   To allow the union to perform a complete analysis of the plan, the establishment shall provide it with the relevant information.

   The above-mentioned sixty (60)-day period shall begin on the date the union receives the information mentioned in the preceding clause.

   The provisions of this paragraph shall also apply upon renewal of the contract.

2. Notify the third party of the existence of the bargaining certificate, the collective agreement and their content.

3. There shall be no layoffs or dismissals as a direct or indirect result of such contract.

4. All changes to the working conditions of an employee affected by the contract shall comply with the provisions concerning layoffs in this collective agreement.

5. The employer shall send the union a copy of the contract within thirty (30) days of its signing.

29.02 The employer undertakes to ensure that the termination of a contract for services is not mainly intended to confer any right whatsoever under the Labour Code (CQLR, c. C-27) on a subcontractor's employees.

29.03 In the case of work done by employees in the housekeeping, food (kitchen and cafeteria) and nursing services, contracts for services awarded or renewed by the employer shall stipulate that the salary rate and fringe benefits of a subcontractor's employees working at the establishment shall be broadly comparable to the market rate in the hospital sector for the same job titles.

The salary rates and fringe benefits for subcontractors' employees whose salary rates and fringe benefits are established by collective agreement are considered to be broadly comparable.

Moreover, the employer shall not award, renew or terminate any contract for services (lump-sum contract) in the housekeeping, food (kitchen and cafeteria) and nursing services without notifying the union at least thirty (30) days in advance.

29.04 If the employer posts a position following the termination of a contract for services in the food, housekeeping or nursing services, the subcontractor's employees shall have priority over applicants from outside for the positions not filled in the service where they work.

Calls for tenders

29.05 The employer shall notify the union at least thirty (30) days before publishing any call for tenders that will directly or indirectly take away some or all of the tasks performed by employees covered by the bargaining certificate.

ARTICLE 30

HEALTH AND SAFETY

30.01 The employer shall take the necessary measures to eliminate at the source all risks to employees' health, safety and well-being. The union and employees shall cooperate.

The employer undertakes to maintain health and safety conditions in compliance with the laws and regulations in effect.

The employer and the union shall cooperate to prevent accidents, ensure safety and promote employee health.

A local health and safety committee shall be created to study issues specific to the establishment. The members and operation of the committee shall be established by local arrangement.

30.02 The parties on the local committee may:

1. agree on workplace inspection methods;
2. identify situations that could put employees at risk;
3. gather useful information about accidents that have occurred;
4. recommend personal protective equipment and methods that comply with regulations and are adapted to the needs of employees at the establishment;
5. receive and review employee complaints concerning health and safety conditions;
6. recommend measures deemed useful with respect to the necessary measurement devices, radiation control, etc.

The parties may, by local arrangement, agree on all other functions of the committee.

30.03 Employees shall undergo, during their working hours and free of cost, all examinations, immunizations or treatments required by the employer. These must be related to the job to be done or necessary for the protection of employees and others.

Employees who are healthy germ carriers and have been granted leave from work on the recommendation of Public Health or of the physician designated by the employer may be reassigned without loss of pay to a position for which they meet the normal requirements of the job (taking into account the families of tasks established in clause 15.05, Employment security).

If such reassignment is impossible because there are no positions available in the same family of tasks, the employee shall not suffer loss of pay or any deductions from their bank of sick days. However, the employer may submit such case to the Commission des normes, de l'équité, de la santé et de la sécurité du travail without prejudice to the employee.

30.04 An employee who is exposed to radiation during the course of their duties shall undergo, during their working hours and free of charge, the following examinations and tests, unless the employee's treating physician prohibits it:

a) Chest X-ray (350 mm x 430 mm) once a year;

b) Complete blood workup every three (3) months and in cases exceeding the standards set by the International Commission on Radiological Protection. In the latter case, the employee shall also undergo a chromosome analysis.

The results of this analysis shall be sent to the person in charge at personnel health services and the head radiologist, as well as the employee concerned if abnormalities are detected.

Any radiation-related blood or chromosomal abnormality detected in an employee shall be investigated immediately by a hematologist or a competent physician in order to determine the cause.

30.05 The amount of radiation received shall be thoroughly measured. The result shall be posted every month in the radiology department.

In order to ensure as precise a measurement as possible of the amount of radiation received, every employee shall wear a dosimeter.

30.06 In order to ensure users' and employees' safety, the employer undertakes to comply with the standards issued by Health Canada's Radiation Health Assessment Division.

If the employee's dosimeter shows that excessive doses of radiation caused by a defect or operating fault in a radiological facility were received, the establishment shall immediately take corrective measures and provide the union with the relevant information upon request.

30.07 If the employee's dosimeter shows that excessive doses of radiation were received, the employer shall grant the employee leave. This leave shall have no effect on the employee's vacation time or sick days. During this leave, employees shall receive compensation equivalent to what they would have received had they been at work.

30.08 The employer shall provide an employee who so requests with a copy of the medical report on their personal dosimetry.

30.09 The employee shall be granted leave without loss of pay for the hearing of their case before the courts of appeal provided for in the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) (including the Bureau d'évaluation médicale), in the case of a claim for an employment injury within the meaning of the Act that occurred on the employer's premises.

30.10 The employer shall notify the union if it decides to challenge the ruling of a body or competent court constituted under the Act respecting industrial accidents and occupational diseases or the Act respecting occupational health and safety (CQLR, c. S-2.1) if the challenge could affect the employee's rights.

30.11 If an employee believes that a user may pose an immediate or eventual risk to the people around them, they shall notify their immediate supervisor. In light of the facts set out in the employee's report, the authorities shall take the necessary measures.

30.12 When the provisions of the Act respecting occupational health and safety concerning training for health and safety committees take effect, the local parties shall meet to reach an arrangement on the creation of such committees.

Until such an arrangement is reached, the committee provided for in this article shall continue to carry out its mandate.

ARTICLE 31

DISCRIMINATION, HARASSMENT AND VIOLENCE

Discrimination

31.01 For the purposes of applying this collective agreement, neither management or the union or their respective representatives shall threaten, coerce or discriminate against an employee because of their race, colour, ethnic and national origin, social condition, language, sex, pregnancy, sexual orientation, civil status, age, religious beliefs or lack thereof, political opinions, disability or use of any means of alleviating the effects of such disability, or the exercise of a right recognized in this agreement or the law.

Discrimination exists where there is a distinction, exclusion or preference that destroys, compromises or limits a right recognized in this collective agreement or the law for one of the above-mentioned reasons.

Notwithstanding the foregoing, a distinction, exclusion or preference based on the normal requirements of a job shall be deemed to be non-discriminatory.

Psychological harassment

31.02 The employer and the union shall cooperate to foster a workplace free from psychological harassment. To this end, the parties may discuss any problem related to psychological harassment, including any measure intended to prevent such harassment.

31.03 Psychological harassment is any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment

31.04 Employees are entitled to a workplace free from psychological harassment.

The employer shall take reasonable measures to prevent psychological harassment and, when it is made aware of such harassment, to put an end to it.

31.05 A grievance involving psychological harassment must be filed within two (2) years of the last occurrence of the behaviour in question.

31.06 If the arbitrator of the grievance deems that the employee was the victim of psychological harassment and that the employer did not meet its obligations under clause 31.04, they may render any decision they deem fair and reasonable given the circumstances, in particular:

1 Order the Employer to reinstate the employee;

2 Order the employer to pay the employee a benefit up to a maximum of the equivalent of salary lost;

3 Order the employer to take reasonable measures to put an end to the harassment;

4 Order the employer to pay the employee punitive and moral damages and interest;

5 Order the employer to pay the employee compensation for loss of employment;

6 Order the employer to pay for the psychological support required by the employee for a reasonable amount of time which the arbitrator shall determine;

7 Order a change to the disciplinary file of the employee who suffered the psychological harassment.

31.07 Paragraphs 2, 4 and 6 of clause 31.06 do not apply to periods during which the employee suffers an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) due to psychological harassment.

Where the arbitrator of the grievance deems it likely, when applying clause 31.06, that the psychological harassment caused an employment injury, they shall reserve their decision with respect to paragraphs 2, 4 and 6.

31.08 Any amendments to sections 81.18, 81.19, 123.7, 123.15 and 123.16 of the Act respecting labour standards (CQLR, c. N-1.1) shall result in the same amendment to this collective agreement.

31.09 The employer and the union undertake not to post or distribute sexist posters or leaflets.

Violence

31.10 The employer and the union agree that employees shall not be subject to violence in the course of their duties.

The employer and the union agree to cooperate with a view to preventing or putting an end to all forms of violence using the appropriate means, including the development of a policy.

ARTICLE 32

LIABILITY INSURANCE

32.01 Except in the case of gross negligence, the employer undertakes to protect with a liability insurance policy employees whose civil liability may be engaged in the performance of their duties.

If it does not take out a liability insurance policy, the employer shall, except in the case of gross negligence, fully support the employee and not make any claims against them in this respect.

32.02 If an employee is called to testify concerning facts made known to them during the performance of their duties and expects to have to invoke professional secrecy, they may be accompanied by a lawyer chosen and paid for by the establishment.

If an employee working with users is the subject of penal or criminal proceedings in the performance of their duties, reasonable legal fees incurred for their defence shall be reimbursed if the employee is acquitted.

ARTICLE 33

LABOUR RELATIONS COMMITTEES

I. PROVINCIAL COMMITTEE

33.01 In order to settle any problem relating to working conditions, including issues involving the application and interpretation of the collective agreement, the parties agree to set up a provincial labour relations committee.

33.02 This committee shall be made up of three (3) representatives of the Comité patronal de négociation du secteur de la santé et des services sociaux, including one (1) representative representing the Ministère de la Santé et des Services sociaux on the one hand, and three (3) representatives of the Syndicat québécois des employées et employés de service, section locale 298 (SQEES-298-FTQ) on the other.

33.03 The parties shall meet within twenty (20) days following receipt of a notice sent by one or the other of the parties. This notice shall include a summary description of the problems the party wishes to submit to the committee, as well as the names of its representatives.

33.04 Employees who represent the SQEES-298 shall be granted leave from work without loss of pay to attend meetings of the committee.

33.05 The parties shall have a maximum of ninety (90) days to find one or more solutions to the problems raised. This deadline can be extended by the parties.

33.06 All agreements between the parties modifying the collective agreement shall be submitted to the Administrative Labour Tribunal.

33.07 This section does not permit a revision of the collective agreement within the meaning of section 107 of the Labour Code (CQLR, c. C-27) and cannot give rise to a dispute.

II. LOCAL COMMITTEE

33.08 A local labour relations committee shall be created within sixty (60) days of the effective date of the collective agreement.

33.09 The local committee shall be made up of a maximum of three (3) representatives of each party, and its functioning shall be established by local arrangement.

33.10 The committee shall meet at the request of one or the other of the parties. The party that wishes to hold a committee meeting on an issue other than workload shall give the other party at least ten (10) days' notice.

The notice shall indicate the topics to be discussed.

33.11 Union members who sit on the committee shall be authorized to attend committee meetings without loss of pay.

33.12 The mandate of the committee is to:

a) discuss grievances before the arbitration procedure provided for in clause 11.01, with a view to reviewing them and finding a satisfactory solution;

b) study local issues relating to the interpretation and application of the collective agreement;

c) study employee complaints relating to their workload and other issues directly related to workload;

d) carry out the mandates provided for in clauses 14.08 and 35.04;

e) meet once a year in order to discuss the annual plan for work to be outsourced.

If a bargaining unit includes employees in the nursing and cardiorespiratory care category, the committee shall also discuss all issues relating to nursing.

Procedure in the case of a complaint regarding workload

33.13 An employee who believes they have been wronged may file a written complaint with the committee.

If a group of employees or the union as such believes they have been wronged, they may file a complaint in writing.

In either case, the plaintiff shall send the employer a copy of the complaint.

33.14 If the employer decides to abolish a vacant position, it shall notify the union in advance.

If an employee believes that the abolishment of a position has resulted in an excessive workload for them, they may, within fifteen (15) days following receipt by the union of the notice of abolishment, file a written complaint with the employer.

If a group of employees or the union as such believes they have been wronged, they may file a complaint in writing.

33.15 Each party on the committee may occasionally hire outside help where deemed necessary, at its expense.

33.16 The party that wishes to hold a committee meeting concerning workload shall give the other party at least five (5) days' notice.

33.17 If, after the above-mentioned notice, the committee does not meet, the union may, within thirty (30) days following the date mentioned in the notice of meeting provided for in the preceding clause, request arbitration of the dispute. In this case the summary procedure provided for in clauses 11.17 to 11.23 applies.

33.18 If the committee reaches an agreement on an issue relating to workload, its decision shall be final and binding upon the parties.

Moreover, if the committee does not reach an agreement, the union may, within thirty (30) days following the first meeting of the committee, request arbitration of the dispute. In this case the procedure provided for in clause 33.17 applies.

33.19 The time frames provided for in this article may be modified with the parties' consent.

The local parties may agree in writing to extend the deadlines provided for in the procedure regarding complaints relating to workload.

ARTICLE 34

LEAVE WITH DEFERRED PAY PLAN

34.01 Definition

The purpose of the leave with deferred pay plan is to enable employees to average their salary over a defined period of time so as to be able to take leave. It is not designed to provide benefits when employees retire or to defer income tax.

The plan includes a period during which the employee contributes and a period of leave.

34.02 Duration of the plan

The duration of the leave with deferred pay plan can be two (2), three (3), four (4) or five (5) years, unless it is extended as a result of the application of the provisions in paragraph f), g), j), k) or l) of clause 34.06. However, the duration of the plan, including extensions, shall not exceed seven (7) years.

34.03 Duration of the leave

The duration of the leave can be between six (6) and twelve (12) consecutive months, as provided for in paragraph a) of clause 34.06, and shall not be interrupted for any reason whatsoever.

An employee may also benefit from a plan including a leave of three (3), four (4) or five (5) months when such plan is designed to allow them to pursue their studies full-time in a recognized educational institution within the meaning of the Income Tax Act (RSC, 1985, c. 1 (5th Supp.). The leave can be taken only during the three (3), four (4) or five (5) final months of the plan.

The leave shall start no later than at the end of a maximum of six (6) years following the date the plan began. Otherwise, the relevant provisions of paragraph n) of clause 34.06 apply.

Except as provided for in this article, during the leave, the employee shall not be entitled to the benefits of the collective agreement in effect in the establishment, as if they were not employed by the establishment, subject to their right to claim previously acquired benefits and to the provisions of articles 10 and 11.

During the leave, the employee cannot receive any other compensation from the employer or another person or company with which the employer does not deal at arms length than the amount corresponding to the percentage of their salary as provided for in paragraph a) of clause 34.06 plus, if applicable, the amounts the employer is obliged to pay for fringe benefits under clause 34.06.

34.04 Eligibility

The employee may take advantage of the leave with deferred salary plan upon request to the employer, who cannot refuse without a valid reason. The employee must:

a) hold a position;

b) have completed two (2) years of service;

c) make a request, specifying:

- the duration of their participation in the leave with deferred pay plan;
- the duration of the leave;
- the dates of the leave.

These terms and conditions must be agreed upon with the employer and set out in a written contract which also includes the provisions of this plan.

A copy of the employee's written request shall be sent to the union;

d) not be on disability or on leave without pay when the contract takes effect.

34.05 Return to work

At the end of the leave, the employee may return to their position with the employer. However, if the position the employee held at the time of their departure is no longer available, the employee must take advantage of the provisions of the collective agreement concerning the bumping and/or layoff procedure.

At the end of the leave, the employee shall remain in the employer's service for a period of time at least equivalent to the duration of the leave.

34.06 Terms and conditions

a) Salary

For each of the years covered by the plan, the employee shall receive a percentage of the salary on the applicable salary scale that they would have received were they not participating in the plan, including, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H. The applicable percentage shall be determined according to the following table:

	Duration of the plan			
Duration of the leave	**2 YEARS %**	**3 YEARS %**	**4 YEARS %**	**5 YEARS %**
3 months	87.50	91.67	N/A	N/A
4 months	83.33	88.89	91.67	N/A
5 months	79.17	86.11	89.58	91.67
6 months	75.00	83.33	87.50	90.00
7 months	70.80	80.53	85.40	88.32
8 months	N/A	77.76	83.33	86.60
9 months	N/A	75.00	81.25	85.00
10 months	N/A	72.20	79.15	83.33
11 months	N/A	N/A	77.07	81.66
12 months	N/A	N/A	75.00	80.00

The other premiums shall be paid to the employee in accordance with the provisions of the collective agreement, provided they are normally entitled to them, as if they were not taking part in the plan. However, the employee shall not be entitled to these premiums during the leave.

b) Pension plan

For the purposes of applying the pension plans, each year the employee takes part in the leave with deferred pay plan, with the exclusion of the suspensions provided for in this article, shall be equivalent to one (1) year's service, and the average salary shall be established based on the salary the employee would have received had they not taken part in the leave with deferred pay plan.

For the term of the plan, the employee's contribution to the pension plan shall be calculated based on the percentage of the salary they are receiving under paragraph a) of clause 34.06.

c) Seniority

The employee shall retain and accumulate seniority during the leave.

d) Annual vacation

During the leave, the employee shall accumulate service for the purposes of annual vacation.

For the term of the plan, the employee's annual vacation shall be paid at the percentage indicated in paragraph a) of clause 34.06.

If the duration of the leave is one (1) year, the employee shall be deemed to have taken the number of days of annual paid vacation to which they are entitled. If the duration of the leave is less than one (1) year, the employee shall be deemed to have taken the number of days of annual paid vacation to which they are entitled, in proportion to the duration of the leave.

e) Sick leave

During the leave, the employee shall accumulate sick days.

For the term of the plan, used and unused sick days shall be paid according to the percentage indicated in paragraph a) of clause 34.06.

f) Salary insurance

If the employee becomes disabled during the leave with deferred pay plan, the following provisions shall apply:

1. If the disability occurs during the leave, it shall be deemed nonexistent.

   At the end of the leave, if the employee is still disabled, they shall receive, as long as they are eligible and after having exhausted the waiting period, a salary insurance benefit calculated based on the percentage of their salary as provided for in paragraph a) of clause 34.06 and in accordance with the provisions of clause 23.29. At the end of the contract, if the employee is still disabled, they shall receive the full salary insurance benefit.

2. If the employee is disabled before taking the leave, they may choose one of the following options:

- The employee may continue taking part in the plan. In this case, the employee shall receive, as long as they are eligible and after having exhausted the waiting period, a salary insurance benefit calculated based on the percentage of their salary as provided for in paragraph a) of clause 34.06 and in accordance with clause 23.29.

  If the employee is disabled at the start of the leave and the end of the leave coincides with the scheduled end of the plan, they may interrupt their participation until the end of the disability. During said interruption, the employee shall receive, as long as they are eligible under the provisions of clause 23.29, the full salary insurance benefit and shall begin the leave on the day they are no longer disabled.

- The employee may suspend their participation in the plan. In this case, after exhausting the waiting period, the employee shall receive the full salary insurance benefit, as long as they are eligible under the provisions of clause 23.29. Upon their return to work, the employee's participation in the plan shall be extended by an amount of time equivalent to the duration of the disability.

If the employee remains disabled until the scheduled start date of the leave, they may postpone the leave to a later date once they are no longer disabled.

3. If the employee becomes disabled after the leave, they shall receive, as long as they are eligible and after having exhausted the waiting period, a salary insurance benefit calculated based on the percentage of their salary as provided for in paragraph a) of clause 34.06 and in accordance with the provisions of clause 23.29. If the employee is still disabled at the end of the plan, they shall receive the full salary insurance benefit.

4. If the employee is still disabled after the end of the period provided for in paragraph 6 of clause 12.14, the contract shall be terminated, and the following provisions shall apply:

- If the employee has already taken the leave, the salary overpaid shall not be payable, and one (1) year of service for the purposes of participation in the pension plan shall be recognized for each year of participation in the leave with deferred pay plan.

- If the employee has not yet taken the leave, the contributions deducted from their salary shall be reimbursed without interest and without being subject to contributions to the pension plan.

5. Notwithstanding subparagraphs 2 and 3 of this paragraph, during their disability, a part-time employee shall have their contributions to the plan suspended and shall receive, after having exhausted the waiting period, the full salary insurance benefit, as long as they are eligible and in accordance with the provisions of clause 23.29. The employee may then choose one of the following options:

- The employee may suspend their participation in the plan. Upon the employee's return to work, the plan shall be extended by an amount of time equivalent to the duration of the disability.

- If the employee does not wish to suspend their participation in the plan, the period of disability shall be deemed to be a period of participation in the plan for the purposes of applying paragraph q).

For the purposes of applying paragraph f), if the employee is disabled as a result of an employment injury, they shall be deemed to be receiving salary insurance benefits.

g) Leave or absence without pay

For the duration of the plan, if the employee is on leave or absent without pay, their participation in the leave with deferred pay plan shall be suspended. Upon the employee's return to work, the plan shall be extended by an amount of time equivalent to the duration of the leave or absence. In the case of partial leave without pay, the employee shall receive, for the hours worked, the salary they would have received had they not been participating in the plan.

However, a leave or absence without pay of one (1) year or more, with the exception of a leave or absence under clause 22.27, shall result in withdrawal from the plan, and the provisions of paragraph n) shall apply.

h) Leave with pay

For the term of the plan, leave with pay not provided for in this article shall be compensated based on the percentage of the employee's salary provided for in paragraph a) of clause 34.06.

Leaves with pay during the leave shall be deemed to have been taken.

i) Floating days off in psychiatry

During the leave, the employee shall accumulate service for the purposes of floating days off in psychiatry.

For the term of the plan, the employee's floating days off in psychiatry shall be paid at the percentage indicated in paragraph a) of clause 34.06.

If the duration of the leave is one (1) year, the employee shall be deemed to have taken the number of annual floating days off in psychiatry to which they are entitled. If the duration of the leave is less than one (1) year, the employee shall be deemed to have taken the number of annual floating days off in psychiatry to which they are entitled, in proportion to the duration of the leave.

j) Maternity leave, paternity leave and leave for adoption

If the employee takes maternity leave during the contribution period, participation in the plan shall be suspended. Upon the employee's return to work, the plan shall be extended by up to twenty-one (21) weeks. During the maternity leave, the benefit shall be calculated based on the salary the employee would have received if they were not participating in the plan.

If the paternity leave or leave for adoption occurs during the contribution period, the employee's participation shall be extended by up to five (5) weeks. During the paternity leave or leave for adoption, the benefit shall be calculated based on the salary the employee would have received if they were not participating in the plan.

k) Protective reassignment

For the term of the plan, if the employee is benefiting from protective assignment, their participation in the leave with deferred pay plan shall be suspended. Upon the employee's return to work, the plan shall be extended by an amount of time equivalent to the duration of the protective reassignment.

l) Professional development

For the term of the plan, if the employee is on leave without pay for professional development purposes, their participation in the deferred salary leave plan shall be suspended. Upon the employee's return to work, the plan shall be extended by an amount of time equivalent to the duration of the leave.

m) Layoff

If the employee is laid off, the arrangement shall be terminated on the day of the layoff, and the provisions of paragraph n) shall apply.

However, the employee shall not lose any rights with respect to the pension plan. Thus, one (1) year of service shall be credited for each year the employee participates in the leave with deferred pay plan, and the unpaid salary shall be reimbursed without interest and without being subject to pension plan contributions.

An employee with employment security as provided for in clause 15.03 who has been laid off shall continue to take part in the leave with deferred pay plan as long as they are not reassigned to another establishment by the provincial labour service (SNMO). As of that date, the provisions provided for in the preceding two (2) subparagraphs apply to the employee. However, an employee who has already taken the leave shall continue to take part in the leave with deferred pay plan with the employer to which they were reassigned by the SNMO. An employee who has not yet taken the leave may continue to take part in the plan provided the new employer accepts the terms and conditions of the contract or if they can reach an agreement with their new employer on another date for the leave.

n) Termination of contract due to termination of employment, retirement, withdrawal or expiry of the seven (7)-year period in the case of the plan or the six (6)-year period for the start of the leave

I. If the employee has taken the leave, they must reimburse, without interest, the salary received during the leave in proportion to the period remaining in the plan with respect to the contribution period.

II. If the employee does not take the leave, they shall be reimbursed for the contributions deducted from their pay up until the termination of the arrangement (without interest).

III. If the employee is currently on leave, the amount due by one or the other of the parties shall be calculated as follows: the amount received by the employee during the leave minus the amounts deducted from their salary under the contract. If the result is negative, the employer shall pay the balance (without interest) to the employee; if the result is positive, the employer shall pay the balance to the employer (without interest).

For the purposes of the pension plan, the rights recognized shall be those that would have been in effect if the employee had never taken part in the leave with deferred pay plan. As a result, if the employee took the leave, the contributions paid during the leave shall be used to make up for the contributions not made during the years worked in order to make up the difference. However, the employee may buy back the lost service under the same conditions as those that apply to leave without pay set out in the Act respecting the Government and Public Employees Retirement Plan (CQLR, c. R-10).

If the employee has not taken the leave, the missed contributions for all of the years worked shall be deducted from the reimbursement of the contributions deducted from the employee's pay.

o) Termination of contract due to death

If the employee dies during the term of the plan, the contract shall end on the date of death, and the following provisions shall apply:

- If the employee has already taken the leave, the contributions deducted from their salary shall not be payable, and one (1) year of service for the purposes of participation in the pension plan shall be recognized for each year of participation in the leave with deferred pay plan.
- If the employee has not yet taken the leave, the contributions deducted from their salary shall be reimbursed without interest and without being subject to contributions to the pension plan.

p) Dismissal

If the employee is dismissed during the plan, the arrangement shall be terminated on the effective date of the dismissal, and the conditions set out in paragraph n) apply.

q) Part-time employees

A part-time employee may take part in the leave with deferred pay plan. However, a part-time employee cannot take the leave until the last year of the plan.

Also, the salary received during the leave shall be calculated based on the average number of hours worked, excluding overtime, in the years worked during the plan before the leave.

The fringe benefits provided for in clause 7.13 of the collective agreement, clause 4.03 and Article 10 of Appendix I, clause 2.03 of Appendix O and clause 2.03 of Appendix P shall be calculated and paid on the basis of the salary percentage provided for in paragraph a) of clause 34.06.

r) Change in status

If the employee's status changes during their participation in the leave with deferred pay plan, they may choose one (1) of the following two (2) options:

I. The employee can terminate the contract under the conditions provided for in paragraph n).

II. The employee can continue to take part in the plan and be treated as if they were a part-time employee.

However, if the employee is a full-time employee who becomes a part-time employee after taking the leave, they shall be deemed to be a full-time employee for the purposes of calculating their contribution to the deferred salary leave plan.

s) Group insurance plans

During the leave, the employee shall continue to benefit from the basic life insurance plan and may continue to participate in the other insurance plans by paying one hundred percent (100%) of the necessary contributions, subject to the clauses and stipulations of the insurance contract in effect. However, subject to the provisions of clause 23.26, the employee's participation in the basic health insurance plan shall be mandatory, and they shall assume all the required contributions and premiums.

During the plan, the insurable salary shall be as set out in paragraph a) of clause 34.06. However, the employee may maintain their insurable salary at the same level as if they were not taking part in the plan by paying the balance of the applicable premiums.

t) Voluntary transfers

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement, provided they can start work within thirty (30) days of their appointment to the position.

ARTICLE 35

TECHNOLOGICAL CHANGES

Definition

35.01 A technological change is the introduction, addition or modification of machines, equipment or devices that results in the abolishment of one or more positions or in significant changes in the performance of an employee's tasks or the knowledge required to do the job.

Notice

35.02 When a technological change is implemented and results in the abolishment of one or more positions, the employer shall give written notice to the union and the employee at least four (4) months in advance.

In the other cases provided for in clause 35.01, notice must be given at least thirty (30) days in advance.

35.03 The notice sent to the union shall include the following information:

a) Nature of the technological change;

b) Implementation schedule;

c) Identification of positions or job titles affected by the change, as well as the foreseeable effects on work organization;

d) The main technical characteristics of the new machines, equipment or devices or the planned changes, when available;

e) Any other information relevant to the change.

Meeting

35.04 In the case of a technological change resulting in the abolishment of one or more positions, the parties shall meet within thirty (30) days after the union receives the notice and, thereafter, at any time agreed upon by the parties to discuss the means of implementing the change, the foreseeable effects on work organization and alternatives that could reduce the impact on employees.

In the case of a technological change requiring upgrading for one or more employees, the employer shall meet with the union, at its request, to indicate the terms and conditions of such upgrading.

Retraining

35.05 An employee covered by clause 15.03 who is effectively laid off following the implementation of a technological change shall be entitled to retraining in accordance with the provisions of Article 15.

ARTICLE 36

LOCAL INTERUNION JOINT COMMITTEE ON WORK ORGANIZATION

The local parties shall create an interunion joint committee on work organization.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

- learn about work organization projects and have access to all the relevant information;
- share the committee members' concerns about the projects;
- study ways of overcoming difficulties.

The local parties shall agree on the projects carried out by the committee.

COMPOSITION AND FUNCTIONING OF THE COMMITTEE

Only the unions representing those employees concerned by a project shall be present at meetings about the project.

The composition, role and functioning of the committee shall be determined by local arrangement.

ARTICLE 37

VOLUNTARY TRANSFERS

37.01 The temporary voluntary transfer of an employee outside their home base, as provided for in this article, is subject to the local and provincial provisions of the collective agreement of the employee's home establishment. The employee shall continue to benefit from all the applicable working conditions and compensation.

37.02 Intra-establishment transfers

An employee who agrees to be temporarily transferred to one of the employer's facilities located twenty kilometres (20 km) away or more, but less than one hundred kilometres (100 km) from their home base, shall be entitled to a lump-sum payment of fifty dollars ($50) per day worked in the facility to which they have been transferred, in addition to the travel allowances provided for in the collective agreement.

If the facility is not accessible by road, the lump sum provided for in the preceding paragraph applies, even if the facility is located less than twenty kilometres (20 km) away.

If the facility is located one hundred kilometres (100 km) or more from the employee's home base, the lump sum provided for in the preceding paragraphs shall be increased to one hundred dollars ($100).

37.03 Inter-establishment transfer

An employee who agrees to be temporarily transferred to another establishment's facility located less than one hundred kilometres (100 km) away from their home base shall be entitled to a lump sum payment of fifty dollars ($50) per day worked in the establishment to which they have been transferred, in addition to the travel allowances provided for in the collective agreement.

If the facility is located one hundred kilometres (100 km) or more from the employee's home base, the lump sum provided for in the preceding paragraphs shall be increased to one hundred dollars ($100).

Other provisions

37.04 Employees who are so transferred cannot receive more than the lump sum payment provided in this article per day.

37.05 The lump sums provided for in this article are non-contributory and ineligible for the pension plan.

37.06 For the purposes of applying this article, the distance between the home base and the facility shall be based on the distance that must be travelled by the employee, if applicable, in the exercise of their duties.

ARTICLE 38

TERM AND RETROACTIVITY OF THE PROVINCIAL PROVISIONS OF THE COLLECTIVE AGREEMENT

38.01 Subject to clauses 38.04 and 38.05, these provincial provisions of the collective agreement shall take effect on June 16, 2024, and remain in effect until March 31, 2028.

38.02 Subject to clauses 38.03, 38.04 and 38.05, the provisions of the previous collective agreement shall continue to apply until the effective date of this collective agreement.

38.03 The following provisions of the 2021-2023 collective agreement, which expired on March 30, 2023, or September 30, 2023, as the case may be, shall be extended until June 15, 2024:

1. The letter of agreement regarding employees working with users with severe behavioural disorders (Letter of Agreement no. 6);[1]
2. The letter of agreement regarding employees in the health and social services technicians and professionals category working with users in a long-term care facility (CHSLD), retirement home (MDA) or alternative home (MA) (Letter of Agreement no. 1);[2]
3. The letter of agreement regarding employees with the job title psychologist (Letter of Agreement no. 21);[3]
4. The premium for certain skilled worker job titles provided for in Letter of Agreement no. 31;[3]
5. The attraction and retention premiums for employees in the nursing care and cardiorespiratory personnel category who hold a full-time position on the evening shift or night shift or on a swing shift, provided for in Section V of Letter of Agreement no. 48;
6. The letter of agreement regarding medical secretaries in the health and social services sector (Letter of Agreement no. 45).

1 Notwithstanding the fifth (5th) paragraph of the first article of Letter of Agreement no. 6 of the 2020-2023 collective agreement, the lump sum shall be paid in proportion to the number of hours accumulated as at the effective date of this collective agreement.

2 The parties agree that there shall be no interruption in the accumulation of hours actually worked for the purposes of payment of the lump sum between September 30, 2023, and the effective date of the collective agreement and for the purposes of the application of clause 9.13 of this collective agreement.

3 Despite the fact that this paragraph mentions the date June 15, 2024, this provision shall be extended until June 8, 2024.

38.04 As of April 1, 2023:

1. The provisions concerning salary rates and scales, including the job security benefit, the salary insurance benefit, including the benefit paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail or the Société d'assurance automobile du Québec, and the sick days payable on December 15 of each year, the benefits relating to parental rights, the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E and Article 2 of Appendix H, and the provisions relating to out-or-rate or out-of-scale employees;
2. The premiums, monetary compensation and supplements expressed as a percentage, as well as overtime and the allowances provided for in Article 19 of the 2021-2023 collective agreement, extended by clause 38.02, shall be applied at the increased salary rates and scales, in accordance with the first paragraph of this clause;
3. The increase applicable to the premiums and supplements provided for in the 2021-2023 collective agreement and extended by clause 38.02, excluding the seniority premium and the premiums, monetary compensation and supplements expressed as a percentage provided for in the preceding paragraph, shall be applied as described in clause 7.31;
4. The lump sum payment provided for in Letter of Agreement no. 44 of the 2021-2023 collective agreement and extended by clause 38.02 shall be calculated based on the salary rate and scale, in accordance with the first (1st) paragraph of this clause.

Part-time employees

For part-time employees, the retroactive amounts resulting from the application of this clause include the readjustment of compensation for sick leave, vacation and statutory holidays, as well as those in lieu of floating days off based on the percentage rates provided for in the collective agreement. This readjustment is calculated on the portion of the retroactive amounts due to the readjustment of the salary rates and scales.

38.05 The following provisions shall take effect as of:

1. January 1, 2021:

    - The application of the percentage salary increases provided for in Letter of Agreement no. 33 regarding legal secretaries in the health and social services sector;
    - The lump sum provided for in Article 1 of Letter of Agreement no. 1 regarding administrative officers, Class 2 – clerical and administrative sectors. The application of the lump sum provided for in this letter of agreement in the 2024-2028 collective agreement shall end on the day preceding the effective date of this collective agreement;

2. May 1, 2023: compensation for vacation time provided in clause 7.13 for part-time employees, when taken on or after May 1, 2024;

3. April 1, 2024: the employer's contribution to the basic health insurance plan provided for in clause 23.23;

4. April 30, 2024: acquisition of the number of annual vacation days provided for in the second (2nd) paragraph of clause 21.02, when taken on or after May 1, 2024.

5. June 9, 2024:

   - The attraction and retention premium provided for in Letter of Agreement no. 31 aimed at mitigating the labour shortage in certain skilled worker job titles;
   - Letter of Agreement no. 21 regarding employees with the job title psychologist.

38.06 Notwithstanding the third (3rd) paragraph of clause 9.14 of the 2021-2023 collective agreement, the lump sum shall be paid in proportion to the number of hours accumulated as at the effective date of this collective agreement.

38.07 The following provisions of this collective agreement shall apply to employees in the social work officer job title grouping until they are integrated into the new job titles pacification and safety intervention specialist or pacification and safety intervention specialist team leader:

- Clause 9.15 (critical care premium);
- Clause 9.16 (specific critical care premium);
- Appendix V (Meals provided for employees in certain job titles);
- Letter of Agreement no. 6 regarding employees working with users with severe behavioural disorders.

38.08 Payment of salaries based on the scales and the payment of premiums and supplements provided for in the collective agreement that have not changed since the 2021-2023 collective agreement, except for rate increases, shall begin no later than forty-five (45) days following the signing of the provisions of the collective agreement.

38.09 Payment of other premiums and supplements provided for in the collective agreement shall begin no later than one hundred twenty (120) days following the signing of the provisions of the collective agreement. The resulting retroactive amounts shall be paid no later than one hundred twenty (120) days following the signing of the collective agreement.

38.10 Subject to the provisions of clause 38.11, the retroactive amounts resulting from the application of clauses 38.03 to 38.06 shall be payable no later than ninety (90) days following the signing of the provisions of the collective agreement.

Retroactive amounts shall be payable separately and accompanied by a document explaining the calculations.

38.11 An employee whose employment was terminated between April 1, 2023, and the payment of retroactive amounts must request payment of salary due within four (4) months of receipt of the list provided for in clause 38.12.[1] If the employee dies, the request may be made by their beneficiaries.

1 In the case of an employee covered by Letter of Agreement no. 33 regarding legal secretaries in the health and social services sector, the date April 1, 2023, is replaced by January 1, 2021.

38.12 Within three (3) months following the effective date of the collective agreement, the employer shall provide the union with a list of all employees who left its employ since April 1, 2023, along with their last known address.

38.13 The letters of agreement and the appendices appear in the collective agreement and are an integral part of it.

38.14 Claims under paragraphs 1) and 2) of clauses 38.04 and 38.05 may be awarded retroactively, on the dates provided for in these clauses.

38.15 The collective agreement shall remain in effect until the date a new collective agreement takes effect.

IN WITNESS WHEREOF, the provincial parties have signed this _7_th day of June, 2024.

SYNDICAT QUÉBÉCOIS DES EMPLOYÉES ET EMPLOYÉS DE SERVICE, SECTION LOCALE 298 (FTQ)

DocuSigned by:
Sophie Lonergan
D3972200CCC24B0...
Sophie Lonergan

DocuSigned by:
537718CF361F84C2...
Roberson J. Suprême

DocuSigned by:
1C039D732FDF42E...
Marc Périard

DocuSigned by:
Jennifer Genest
6B6E2DBD7D0C4B4...
Jennifer Genest

DocuSigned by:
Sylvie Nelson
B5BDDD6773BF48F...
Sylvie Nelson

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

DocuSigned by:
Louis Bourcier
74A5BB2B9EE54C2...
Louis Bourcier
Director General

DocuSigned by:
Mario Morissette
341E72B79E3249E...
Mario Morissette,
Spokesperson

MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

DocuSigned by:
Daniel Paré
15F5FB9378CF47A...
Daniel Paré,
Deputy Minister

DocuSigned by:
647653A2964A40A...
Richard Deschamps,
Assistant Deputy Minister

SECRÉTARIAT DU CONSEIL DU TRÉSOR

DocuSigned by:
Édith Lapointe
C3A0493DB9C2411...
Édith Lapointe,
Head Negotiator

MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

DocuSigned by:
724BB13FC31A4EC...
Christian Dubé

PRESIDENT OF THE CONSEIL DU TRÉSOR

DocuSigned by:
54A194DCCFDA483...
Sonia LeBel

PART II

APPENDICES

APPENDIX A

SPECIAL CONDITIONS FOR SOCIAL SERVICES TECHNICIANS

ARTICLE 1 SCOPE

The provisions of the collective labour agreement shall apply, insofar as they have not been otherwise modified by this appendix, to social services technicians (SST) who are employees within the meaning of clause 1.01 of the collective agreement.

ARTICLE 2 INTEGRATION INTO THE SALARY SCALE

2.01 SSTs shall receive in their job title the salary associated with the step corresponding to their number of years of experience in the same job title or a comparable job title if applicable, taking into account valid experience acquired in another job title.

2.02 Notwithstanding the preceding clause, employees currently employed by the employer and employees hired thereafter shall not, for the purposes of classification in their salary scale, be credited for the experience acquired in 1983.

2.03 SSTs shall maintain, as an acquired right, the years of experience already recognized by the employer. Thus, the years of experience already recognized for an employee cannot be reassessed for any reason whatsoever.

2.04 The provisions of Appendix H (Recognition of additional schooling) shall apply to employees covered by this appendix.

2.05 SSTs employed by the establishment who successfully complete thirty (30) credits of the course leading to a university degree in social services shall be awarded two (2) additional steps on the SST scale, in accordance with the provisions of Appendix H.

Advancement up the salary scale

2.06 If the number of steps in the salary scale permits, each time an employee completes one (1) year of service in their job title, they shall advance to the next step up.

For the purposes of applying the preceding paragraph, a part-time employee shall complete one (1) year of service when they have accumulated the equivalent of:

- two hundred twenty-five (225) workdays if they are entitled to twenty (20) days' annual vacation;
- two hundred twenty-four (224) workdays if they are entitled to twenty-one (21) days' annual vacation;
- two hundred twenty-three (223) workdays if they are entitled to twenty-two (22) days' annual vacation;
- two hundred twenty-two (222) workdays if they are entitled to twenty-three (23) days' annual vacation;

- two hundred twenty-one (221) workdays if they are entitled to twenty-four (24) days' annual vacation;
- two hundred twenty (220) workdays if they are entitled to twenty-five (25) days' annual vacation.

However, the year or part of a year of experience acquired in 1983 shall not be credited for the determination of the date the employee advances up the scale.

ARTICLE 3 PROBATION PERIOD

All new social services technicians shall be subject to a probation period.

During this period, they shall be entitled to all of the benefits set out in this collective agreement. However, in the case of dismissal, they shall not be entitled to avail themselves of the grievance procedure.

APPENDIX B

SPECIAL CONDITIONS FOR EMPLOYEES IN REHABILITATION CENTRES OFFERING VOCATIONAL REHABILITATION SERVICES

ARTICLE 1 SCOPE

The provisions of this collective agreement apply to employees working in rehabilitation centres offering vocational rehabilitation services, insofar as they are not otherwise modified by the provisions of this appendix.

ARTICLE 2 GENERAL PROVISIONS

It is understood that, for the purposes of therapy, rehabilitation and reintegration, users are offered a varied program of vocational activities aimed at integrating them into to an adapted work centre or reintegrating them into the regular job market.

No employee shall be directly or indirectly bumped or laid off if work normally done by employees is done by users.

ARTICLE 3 PARATECHNICAL JOBS

Instructor

Person who implements activity or learning programs in skilled trades or other trades provided for in this agreement, with the exception of handicrafts or occupational therapy or comparable techniques, with a view to fostering users' development and rehabilitation.

Answers questions about users' attitudes and behaviours.

In addition to the salary provided for in their job title, instructors shall receive the following weekly supplement (instructor premium):

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
86.96	89.39	91.71	94.00	97.29

APPENDIX C

SPECIAL CONDITIONS FOR LICENSED PRACTICAL NURSES

ARTICLE 1 SCOPE

The provisions of this collective agreement apply, insofar as they are not otherwise modified by this appendix, to licensed practical nurses who exercise their occupation and who are employees within the meaning of clause 1.01 of the collective agreement.

ARTICLE 2 EMPLOYEES COVERED

The provisions of this appendix also apply to child nurses and baby nurses.

ARTICLE 3 PROFESSIONAL DEVELOPMENT PREMIUM

Employees who have successfully completed the six (6)-month operating room technician course shall receive, in addition to their salary, a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
9.02	9.27	9.51	9.75	10.09

ARTICLE 4 FURTHER EDUCATION

4.01 Each recognized further education program in nursing with a value equal to or greater than fifteen (15) credits and less than thirty (30) credits shall be equivalent to one (1) year of service for the purpose of advancing up the salary scale or, if applicable, to additional compensation of one and a half percent (1.5%) of the salary associated with the last step in the salary scale.

This provision does not apply to activities covered by Article 13 “Human resource development and professional practice development budgets.”

4.02 Each recognized further education program in nursing with a value equal to or greater than thirty (30) credits shall be equivalent to two (2) years of service for the purpose of advancing up the salary scale or, if applicable, to additional compensation of three percent (3%) of the salary associated with the last step in the salary scale.

4.03 However, to benefit from the advancement up the salary scale provided for in clauses 4.01 and 4.02, licensed practical nurses must work in their specialty. To benefit from the additional compensation, the further education must be required by the employer. If the employee uses several further education courses in the specialty in which they work, they shall be recognized as having one (1) or two (2) years of service for the purpose of advancing up the salary scale for each program, as the case may be, up to four (4) years of service for all programs, or, if applicable, additional compensation of up to six percent (6%) of the salary associated with the last step of the salary scale.

4.04 A licensed practical nurse who has advanced up the salary scale because of further education or training shall receive the additional compensation for such education or training once they have one (1) year or more of experience on the last step of their salary scale, and when the education or training is required by the employer under the provisions of clause 4.05.

When a licensed practical nurse who holds a position for which further education or training is required cannot benefit from all of the years of service for the purpose of advancing up the steps to which they are entitled because of their further education or training because they are at the top of their salary scale because of their experience and further education, that licensed practical nurse shall receive, for each step no longer accessible, additional compensation equivalent to one and a half percent (1.5%) of the salary associated with the last step of their salary scale, until such additional compensation corresponds to all of the steps to which they are entitled because of their further education, up to a maximum of six percent (6%).

A licensed practical nurse who is at the top of the scale solely because of their experience shall benefit from the additional compensation for their further education when such education is required by their employer under the provisions of clause 4.05.

4.05 Within six (6) months following the effective date of the collective agreement, the employer shall determine, by service or department and by job title, the list of required further education programs that qualify for additional compensation.

4.06 The programs of study recognized by the Ministère de l'Éducation are recognized for the purposes of applying this article.

ARTICLE 5 ACQUIRED PRIVILEGES

An employee benefiting from a responsibility premium on May 14, 2006, shall continue to receive this premium, provided they continue to perform the duties that made them eligible for the premium.

ARTICLE 6 SPECIAL PROVISIONS

Candidates to the position of licensed practical nurse

6.01 These employees shall benefit from all of the provisions of the collective agreement and the appendix insofar as they are not otherwise modified by this article.

6.02 Upon receipt of their licence following their first examination or a retake, the employer shall pay the candidate for the position of licensed practical nurse the salary of a licensed practical nurse retroactive to the date of the successful completion of their examinations, provided they worked after that date.

APPENDIX D

SPECIAL CONDITIONS FOR EDUCATORS

ARTICLE 1 SCOPE

The provisions of this collective agreement apply, insofar as they have not been otherwise modified by this appendix, to educators who are employees within the meaning of clause 1.01 of the collective agreement.

ARTICLE 2 MONETARY PROVISIONS

The following provisions are added to Article 7.

2.01 When an educator reaches a higher class, they shall be placed in this new class based on their years of experience and under no circumstances shall suffer a reduction in salary.

2.02 Educators employed by the employer on March 25, 1980, who opted, before January 31, 1982, for the advanced course leading to a college certificate (special education) shall be eligible for Class 2 if they have successfully completed fifty percent (50%) of the courses.

2.03 However, the year or part of a year of service acquired and the days of work accumulated in 1983 shall not be credited for the determination of the date the employee advances up the scale.

ARTICLE 3 PROBATION PERIOD

All new educators shall be subject to a probation period. During their probation period, educators shall be entitled to all of the benefits of the collective agreement. If they are dismissed, they shall not be entitled to avail themselves of the grievance procedure.

ARTICLE 4 PREMIUM TO FOSTER FURTHER EDUCATION

4.01 Full-time educators employed by the establishment on the effective date of the collective agreement shall, after having successfully completed fifteen (15) credits of a CEGEP-level institutional rehabilitation or special education program, receive a premium to foster further education of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
618.00	635.00	652.00	668.00	691.00

4.02 However, an educator who, after having completed fifteen (15) credits, rises to a higher salary class shall not benefit from this premium.

4.03 Equivalencies or exemptions granted by the CEGEP shall not be accepted for the purposes of this article.

4.04 This premium shall be paid only once for the same credits, and cannot be claimed by an educator who has received a scholarship from the human resource development budget or when the courses are taken during working hours without loss of pay.

ARTICLE 5 PROFESSIONAL DEVELOPMENT

The provisions of articles 2 and 3 of Appendix H (Recognition of further education) shall apply to all employees with the job title educator.

An educator who has successfully completed thirty (30) credits in the program of study leading to a university degree in psychoeducation or special needs children shall be granted two (2) years of service for the purpose of advancing up their salary scale, in accordance with the provisions of Appendix H.

For the purposes of applying clause 2.06 of Appendix H, all education related to the duties of educators shall be deemed to be required.

ARTICLE 6 LIVING UNIT OR REHABILITATION SUPERVISOR

6.01 The job description and salary scale for this job title appear in the List of job titles, descriptions and salary rates and scales in the health and social services network.

6.02 On-call service

To ensure the smooth operation of the living unit, the presence of the living unit or rehabilitation supervisor is required, among other circumstances, in addition to the established work schedule, with the exception of the replacement of an educator who is absent:

1. for users' departure and return from holidays or vacation;
2. to assist an alternate or new educator on their team;
3. when one or more users are causing serious problems.

6.03 Compensation

The salary scale for living unit or rehabilitation supervisor shall be established taking into account the overtime done to perform tasks for which the employee is on call in accordance with the provisions of clause 6.02 of this appendix. Consequently, the employee or the union cannot claim payment or time off for overtime done for these tasks.

ARTICLE 7 RECREATION TECHNICIAN

The provisions of this appendix apply to recreation technicians with the exception of Article 2, the third (3rd) paragraph of Article 5, and Article 6.

APPENDIX E

SPECIAL CONDITIONS FOR NURSES

ARTICLE 1 SCOPE

1.01 The provisions of this collective agreement apply, insofar as they are not otherwise modified by this appendix, to nurses who practise their occupation and who are employees within the meaning of clause 1.01 of the collective agreement.

1.02 Moreover, if the establishment requires that a position be filled by a nurse, that nurse shall be covered by this appendix.

ARTICLE 2 SPECIAL PROVISIONS

Candidate to the nursing profession

2.01 These employees shall benefit from all of the provisions of the collective agreement and the appendix insofar as they are not otherwise modified by this article.

2.02 Upon receipt of their licence following their first examination or a retake, the employer shall pay the candidate to the nursing profession the salary of a nurse retroactive to the date of the successful completion of their examinations, provided they worked after that date.

Nurses doing an updating internship

2.03 These nurses cannot be responsible for a nursing unit. They must work under the supervision of a nurse.

2.04 The terms and conditions for the updating internship shall be sent to the nurse and the union in writing as soon as the nurse is hired.

ARTICLE 3 RANKING ON THE SCALE

3.01 Nurses covered by this appendix shall be ranked on the salary scale based on their prior experience and, if applicable, their further education, which shall be established in the manner described in articles 5 and 6.

3.02 At the time of hiring, the employer must ask the nurse for a written attestation of their acquired experience and further education, which the nurse shall obtain from the employer where they acquired the experience and the educational institution that provided the education.

If it does not ask for such attestations, the employer cannot establish a limitation period.

If the nurse cannot provide written proof of their experience, they may, after demonstrating the impossibility, provide proof of their experience by declaring under oath all of the relevant details, including the employer's name, the dates worked and the type of work.

ARTICLE 4 ADVANCEMENT UP THE SALARY SCALE

This article replaces clause 7.21 (Advancement up the salary scale) of the collective agreement.

If the number of steps in the salary scale permits, each time an employee completes one (1) year of service in their job title, they advance to the next step up.

However, the amount of time an employee on a scale with nineteen (19) steps or more shall be six (6) months of service at steps one (1) to eight (8) and one (1) year of service at steps nine (9) to eighteen (18).

For the purposes of applying the preceding paragraphs, a part-time employee shall be deemed to have completed one (1) year of experience when they have accumulated the equivalent number of days of work in the table below, based on the number of vacation days to which they are entitled.

Number of working days of annual vacation	Number of days of work required
20	225
21	224
22	223
23	222
24	221
25	220

A part-time employee's days of union leave, excluding those provided for in clauses 6.06 to 6.08 of the collective agreement, shall be considered days of work for the purpose of advancing up the salary scale.

In the case of a part-time employee, for the purpose of advancing up the salary scale, the days worked in the same job title since January 1, 1990, in another establishment in the system shall be recognized. The employee may ask each of their employers, once per calendar year, for a written attestation of the number of days worked. The employee's experience as of the date the attestation is given shall be recognized for the purpose of advancing up the salary scale.

An employee shall not be credited more than one (1) year of experience every twelve (12) calendar months.

However, the year or part of a year of service acquired and the days of work accumulated in 1983 shall not be credited for the determination of the date the employee advances up the scale.

ARTICLE 5 PRIOR EXPERIENCE

The following paragraphs replace Article 17 (Years of prior experience) of the collective agreement.

5.01 One (1) year of experience shall be equivalent to one (1) year of service for the purposes of ranking in the salary scale. This experience must be acquired as follows:

5.02 A nurse shall be entitled, in terms of salary only, to ranking based on the duration of prior work, provided they did not leave the health and social services sector or another job as a nurse for more than ten (10) years.

5.03 If the nurse left the health and social services sector or another job as a nurse between five (5) and ten (10) years earlier, at the end of their probation period, they shall be ranked in accordance with the provisions of clause 5.02. However, a nurse cannot be placed higher than on the second-to-last step of the salary scale.

If the nurse left the health and social services sector or another job as a nurse more than ten (10) years earlier, at the end of their probation period, the employer shall take into account all valid experience in the reassessment of the nurse's ranking on the scale.

5.04 A part-time nurse's experience shall be calculated as follows: each day of work shall be equivalent to 1/225 of a year of experience if they are entitled to twenty (20) days of annual vacation, 1/224 of a year of experience if they are entitled to twenty-one (21) days of annual vacation, 1/223 of a year of experience if they are entitled to twenty-two (22) days of annual vacation, 1/222 of a year of experience if they are entitled to twenty-three (23) days of annual vacation, 1/221 of a year's vacation if they are entitled to twenty-four (24) days of annual vacation and 1/220 of a year of experience if they are entitled to twenty-five (25) days of annual vacation.

5.05 Notwithstanding clauses 5.01, 5.02, 5.03 and 5.04, employees currently employed by the employer and employees hired thereafter shall not, for the purposes of ranking in their salary scale, be credited for the experience acquired in 1983.

5.06 At the nurse's departure, the employer shall give them an attestation of the experience acquired in its employ.

5.07 Licensed practical nurses, child nurses and baby nurses who become nurses shall receive, in their new job title, the salary provided for in the scale for this job title immediately above the step they were receiving in the job title they left.

They shall then be deemed to have the number of years of experience associated with their ranking on the salary scale for nurses.

ARTICLE 6 FURTHER EDUCATION

6.01 Every recognized nursing further education program worth fifteen (15) or more credits but less than thirty (30) credits shall be equivalent to one (1) year of service recognized for the purpose of advancing up the salary scale or, if applicable, additional compensation of one and a half percent (1.5%) of the salary associated with the last step in the salary scale.

This provision does not apply to activities covered by Article 13 “Human resource development and professional practice development budgets.”

6.02 Every recognized nursing further education program worth thirty (30) credits shall be equivalent to two (2) years of service recognized for the purpose of advancing up the salary scale or, if applicable, additional compensation of three percent (3%) of the salary associated with the last step in the salary scale.

6.03 However, to benefit from the advancement up the salary scale provided for in clauses 6.01 and 6.02, nurses must work in their specialty. To benefit from the additional compensation, the further education must be required by the employer. If the employee uses several further education courses in the specialty in which they work, they will be recognized as having one (1) or two (2) years of service for the purpose of advancing up the salary scale for each program, as the case may be, or, if applicable, additional compensation of up to six percent (6%) of the salary associated with the last step of the salary scale.

6.04 If the professional development committee provided for in the previous collective agreements has accepted a program of study, nurses who took that program shall retain the privileges associated with the program for the purposes of advancing up the salary scale in accordance with clauses 6.01 and 6.02. The employer shall continue to recognize existing further education programs.

6.05 However, a nurse who has a licence from a graduate nursing school or a bachelor’s or master’s degree in nursing shall be recognized as having the following number of years of service for the purpose of advancing up the salary scale, regardless of their position:

- Licence from a graduate school of nursing: two (2) years of service;
- One (1) successfully completed year of university toward a nursing degree: two (2) years of service;
- Bachelor’s degree in nursing: four (4) years of service;
- Master’s degree in nursing: six (6) years of service.

6.06 A nurse with one or more postsecondary diplomas or degrees mentioned in clause 6.05 can only benefit from the diploma or degree that affords them the most years of service.

6.07 A nurse who holds a licence from a graduate school of nursing or a bachelor’s or master’s degree in nursing and who works in a service or department in which the employer requires one or more postsecondary programs for their job title shall be deemed to have this education for the purposes of the additional compensation provided for in clauses 6.01 and 6.02. However, this additional compensation cannot exceed the percentage normally granted to other nurses for the education required.

6.08 A nurse who has advanced up the salary scale because of further education shall receive the additional compensation for such education once they have completed one (1) year or more of experience on the last step of their salary scale, and when the education is required by the employer under the provisions of clause 6.09.

When a nurse who holds a position for which further education or training is required cannot benefit from all of the years of service for the purpose of advancing up the steps to which they are entitled because of their further education or training because they are at the top of their salary scale because of their experience and further education, that nurse shall receive, for each step no longer accessible, additional compensation equivalent to one and a half percent (1.5%) of the salary associated with the last step of their salary scale, until such additional compensation corresponds to all of the steps to which they are entitled because of their further education, up to a maximum of six percent (6%).

A nurse who is at the top of the scale solely because of their experience shall benefit from the additional compensation for their further education when it is required by their employer under the provisions of clause 6.09.

6.09 Within six (6) months following the effective date of the collective agreement, the employer shall determine, by service or department and by job title, the list of required further education programs that qualify for additional compensation.

6.10 The list of further education programs and their relative values recognized on June 19, 1996, and the programs of study recognized by the Ministère de l'Éducation shall be recognized for the application of this article.

ARTICLE 7 INTEGRATION ON THE EFFECTIVE DATE OF THIS AGREEMENT

Nurses shall be ranked on the new scale based on their experience and further education.

ARTICLE 8 SENIORITY

The following paragraphs are added to Article 12 of the collective agreement.

8.01 Leave without pay for studies shall not constitute an interruption of service for the purposes of calculating seniority. Upon their return to work, a nurse shall retain the rights they had before they left.

8.02 However, in the case of a nurse who, upon departure, has less than four (4) years of service in the health and social services sector, such a leave of one (1) year or more shall be considered, for the purposes of calculating seniority and experience, as a year of service, provided that the nurse remains employed by an establishment in Quebec within the meaning of the Act respecting health services and social services (CQLR, c. S-4.2) and its amendments for a period equivalent to the duration of their leave for studies.

8.03 A nurse who met the conditions described in the preceding clause before the effective date of this agreement shall qualify for the same benefit.

ARTICLE 9 CLINICAL ORIENTATION AND TRAINING PREMIUM

An employee with the job title nurse (2471) or outpost/northern clinic nurse (2491) who assumes responsibility for the clinical orientation and training of employees and student trainees shall receive an hourly premium of five percent (5%) of their base salary plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 6 of this appendix when they assume these responsibilities.

Notwithstanding the foregoing, an employee in one of the job titles provided for in the first (1st) paragraph who assumes responsibility for the clinical orientation and training of employees and student trainees for more than half (½) their shift shall receive the hourly premium for their entire shift.

ARTICLE 10 REASSIGNMENT TO DIFFERENT DUTIES

This article replaces clauses 7.08 and 7.09 of the collective agreement.

10.01 When a nurse is called during the same work week to fill different positions, they shall receive the salary associated with the highest paid position provided they occupied it for half of the normal work week.

This clause does not apply to employees on the recall list.

10.02 A nurse who, during a given week, works in different positions but cannot take advantage of the preceding paragraph shall receive the salary associated with the highest paid position for the time they occupy it provided they occupy it for a continuous half (½) workday.

10.03 The preceding two (2) clauses do not apply when the assistant head nurse or the assistant to the immediate superior replaces their immediate supervisor (manager) during their regular absences.

10.04 When an assistant head nurse or an assistant to the immediate superior is not working in a given service or department, the nurse temporarily replacing their immediate supervisor (manager) for a period of at least seven and a quarter (7 1/4) continuous work hours shall be entitled for this period to a salary supplement of:

Rate 2023-04-01 to 2024-03-31 ($)	**Rate 2024-04-01 to 2025-03-31 ($)**	**Rate 2025-04-01 to 2026-03-31 ($)**	**Rate 2026-04-01 to 2027-03-31 ($)**	**Rate as of 2027-04-01 ($)**
15.92	16.37	16.80	17.22	17.82

ARTICLE 11 PROMOTION OUTSIDE THE BARGAINING UNIT

11.01 A nurse who is promoted to a position outside the bargaining unit shall retain and continue to accumulate seniority in case they return to the bargaining unit.

APPENDIX F

SPECIAL CONDITIONS FOR PROFESSIONALS

ARTICLE 1 SCOPE

The provisions of the collective agreement shall apply, insofar as they are not otherwise modified by this appendix, to professionals who are employees within the meaning of clause 1.01 of the collective agreement and who hold a professional job title provided for in the collective agreement.

ARTICLE 2 MONETARY PROVISIONS

Classification of employees in the job titles

2.01 Employees employed by the establishment on the effective date of this collective agreement and those hired thereafter shall be classified, on that date or on their hire date, whichever is later, based on their positions and qualifications in one of the professional job titles provided for in the List of job titles in accordance with the attributions, characteristics and qualifications appearing in the job descriptions.

2.02 An employee who is employed by the establishment on the effective date of this collective agreement who was classified in one of the professional job titles provided for in the 2000-2003 collective agreement shall be deemed to possess the minimum requirements of the job title.

2.03 Within forty-five (45) days following the effective date of this collective agreement, the employer shall specify each employee's job title.

Integration into the salary scales of employees hired after the effective date of the collective agreement

The following clause replaces clause 7.18 of the collective agreement.

2.04 An employee hired after the effective date of the collective agreement shall be integrated into the step corresponding to their number of years of professional experience and, if applicable, given the provisions of clauses 2.09 to 2.15 inclusive, in accordance with the rules for advancing up the salary scale.

Employees without professional experience shall be integrated into the first (1st) step subject to the provisions of clauses 2.09 to 2.15 inclusive.

Recognition of years of professional experience

2.05 One (1) year of valid work as a professional shall be equivalent to one (1) year of professional experience.

For the purposes of applying this clause, a part-time employee shall complete one (1) year of professional experience when they have accumulated the equivalent of:

- two hundred twenty-five (225) days of professional work if they are entitled to twenty (20) days' annual vacation;
- two hundred twenty-four (224) days of professional work if they are entitled to twenty-one (21) days' annual vacation;
- two hundred twenty-three (223) days of professional work if they are entitled to twenty-two (22) days' annual vacation;
- two hundred twenty-two (222) days of professional work if they are entitled to twenty-three (23) days' annual vacation;
- two hundred twenty-one (221) days of professional work if they are entitled to twenty-four (24) days' annual vacation;
- two hundred twenty (220) days of professional work if they are entitled to twenty-five (25) days' annual vacation.

2.06 Fractions of a year recognized under the preceding clause shall be calculated in the determination of the date of the employee's advancement up the salary scale.

2.07 Subject to clauses 2.09 to 2.15 of this article, an employee cannot accumulate more than one (1) year of work experience over a twelve (12)-month period.

2.08 Notwithstanding clauses 2.05 and 2.06, employees currently employed by the employer and employees hired thereafter shall not, for the purposes of integration into their salary scale, be credited for professional experience acquired in 1983.

Recognition of further education and training received after a bachelor's degree

2.09 This involves academic education relevant to the profession in question and in addition to the bachelor's degree.

2.10 One (1) year of studies (or its equivalent, thirty (30) credits) successfully completed in the same discipline or in a discipline related to the one mentioned in an employee's job description shall be equivalent to one (1) year of professional experience.

2.11 However, a master's degree involving forty-five (45) credits or more but less than sixty (60) credits successfully completed in the same discipline or in a discipline related to the one mentioned in the employee's job description shall be equivalent to one and a half (1½) years of professional experience.

2.12 Only the number of years normally required to complete the studies in question shall be counted.

2.13 A maximum of three (3) years of schooling may be counted as experience.

2.14 A "university degree" means that the employee completed the schooling needed to earn a degree under the system in effect at the time.

2.15 On the date the employee advances up a step, if applicable, they shall advance up another step in accordance with clauses 2.09 to 2.14 inclusive.

However, under clause 2.11, an employee who, when advancing up an annual step, is entitled to the recognition of one half (½) year of experience because they have successfully completed a master's degree on the annual date of advancement, shall advance up a step after a period of six (6) months following the regular date of advancement. This paragraph modifies the employee's regular date of advancement up the scale.

Advancement up the scale

2.16 The amount of time an employee spends on a step shall normally be six (6) months' professional experience at steps 1 to 8 inclusive and one (1) year of professional experience steps 9 to 17.

2.17 Employees with a satisfactory performance rating shall advance up the scale.

2.18 Accelerated advancement up the scale shall be granted in accordance with clauses 2.09 to 2.15 inclusive.

2.19 Accelerated advancement of one (1) step shall be granted to an employee on their advancement date if the employer deems their performance to be exceptional.

2.20 However, the year or part of a year of experience acquired in 1983 shall not be credited for the determination of the date the employee advances up the scale.

2.21 Critical care premium

The following paragraph replaces the first (1st) paragraph of clause 9.15 of the collective agreement.

An employee covered by the following paragraph shall receive the critical care premium for hours worked in critical care, as defined in the second (2nd) paragraph of clause 9.15.

This premium shall apply to employees in the following job titles:

- Human relations officer (1553);
- Audiologist (1254);
- Audiologist-speech therapist (1204);
- Dietician-nutritionist (1219);
- Occupational therapist (1230);
- Speech therapist (1255);
- Physiotherapist (1233);
- Psychologist (1546);
- Professional social worker (1550).

2.22 Specific critical care premium

The following paragraph replaces the first (1st) paragraph of clause 9.16 of the collective agreement.

An employee covered by the following paragraph shall receive a specific critical care premium for hours worked in services or departments as defined in the second (2nd) paragraph of clause 9.15, except for obstetrical care (mother-child) units.

This premium shall apply to employees in the following job titles:

- Human relations officer (1553);
- Audiologist (1254);
- Audiologist-speech therapist (1204);
- Dietician-nutritionist (1219);
- Occupational therapist (1230);
- Speech therapist (1255);
- Physiotherapist (1233);
- Psychologist (1546);
- Professional social worker (1550).

ARTICLE 3 OVERTIME

The following clauses replace clauses 19.01, 19.02 and 19.09 of the collective agreement.

3.01 All work done in addition to the regular workday or work week shall be considered overtime.

The employee's immediate supervisor or their replacement must be aware of all overtime hours worked. However, in unforeseen circumstances, or if the employee cannot reach their immediate supervisor, or because of the requirements of the work under way, the employee shall be compensated at the overtime rate if they justify the overtime to their immediate supervisor or their replacement within the next two (2) working days.

Notwithstanding any local provisions to the contrary, if the work must be done in overtime, the Employer shall offer it first to full-time employees and part-time employees who have indicated and will respect their full-time availability who are available, in turn, in order to distribute the work fairly among the employees who normally do the work in the service or department.

3.02 An employee who works overtime shall be compensated for the number of hours worked as follows:

1. Overtime hours shall be compensated by time off within the next fifteen (15) days.
2. If the employer cannot compensate the overtime by time off, it shall be paid at the single rate.

Notwithstanding the foregoing, the method of compensating overtime provided for in clause 19.02 shall apply to nurse clinicians (1911), nurse clinician assistants to the head nurse and nurse clinician assistants to the immediate superior (1912) who work in services or departments where care is provided twenty-four (24) hours a day, seven (7) days a week.

These rules also apply to part-time employees.

ARTICLE 4 PRIOR EXPERIENCE

This article replaces Article 17 (Years of prior experience) of the collective agreement.

4.01 Employees currently employed by the employer and those hired thereafter shall be classified for salary purposes only based on the duration of prior work in the same job title and, if applicable, taking into account any valid experience acquired in a comparable job title or another job title, provided they did not cease to practise their profession for more than five (5) consecutive years.

Fractions of a year recognized under the preceding clause shall be calculated in the determination of the date of the employee's advancement up the salary scale.

4.02 At the time of hiring, the employer must ask the employee for a written attestation of their experience, which the employee shall obtain from the employer where they acquired the experience. If it does not ask for such an attestation, the employer cannot establish a limitation period. If it is impossible for the employee to submit written proof or an attestation of their experience, and if they can prove that it is impossible, they may sign an affidavit, which shall have the same value as a written attestation.

4.03 If the employee left their profession between five (5) and ten (10) years earlier, they shall be subject to a probation period. Upon hiring, the employee shall be entitled to the second (2nd) salary step in their category. After the probation period, the employee shall be entitled, for salary purposes only, to recognition of their years of prior experience.

4.04 If the employee left their profession more than ten (10) years earlier, they shall be subject to a probation period. Upon hiring, the employee shall be entitled to the minimum salary for their category. After the probation period, the employee shall be entitled, for salary purposes only, to recognition of three quarters (¾) of their years of prior experience.

4.05 Notwithstanding clauses 4.01, 4.02, 4.03 and 4.04, employees currently employed by the employer and employees hired thereafter shall not, for the purposes of classification in their salary scale, be credited for the experience acquired in 1983.

ARTICLE 5 PROMOTION OUTSIDE THE BARGAINING UNIT

5.01 An employee who is promoted to a position outside the bargaining unit shall retain and continue to accumulate seniority in case they return to the bargaining unit.

ARTICLE 6 EVALUATION

6.01 Employees must be made aware of all evaluations of their professional activities.

6.02 All requests for information about an employee's professional activities, whether or not that employee is on staff, shall be filled out by the human resources director or the head of the service or department.

ARTICLE 7 SPECIAL CONDITIONS FOR EMPLOYEES IN THE JOB TITLE NURSE REQUIRING A UNIVERSITY DEGREE

The provisions of the collective agreement apply insofar as they are not otherwise modified by this appendix to 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;
1914 Specialty nurse practitioner candidate;
1915 Specialty nurse practitioner;
1916 Nurse surgical first assistant;
1917 Clinical nurse specialist.

7.01 The following provisions of Appendix E apply to these employees.

- Article 8: Seniority;
- Article 10: Reassignment to different duties.

Clauses 2.01 to 2.04 of this appendix are replaced by the following clauses:

7.02 Integration into the salary scales of employees hired after the effective date of the collective agreement

An employee hired after the effective date of the collective agreement shall be integrated into the step corresponding to their number of years of experience in accordance with Article 4 of this appendix and, if applicable, given the provisions of clauses 2.09 to 2.15 inclusive, in accordance with the rules for advancing up the salary scale.

Employees without experience in the job titles provided for in this article shall be integrated into the first (1st) step subject to the provisions of clauses 2.09 to 2.15 inclusive.

7.03 Integration into the salary scales of employees promoted after the effective date of the collective agreement

An employee who is promoted to a position whose job title is provided for in this article shall receive the base salary for this job title immediately above what they would have received in the job title they left, taking into account, if applicable, the additional compensation for further education.

Assistant head nurses and assistants to the immediate superior who obtain a nurse clinician position shall receive the same compensation they received before their promotion (salary plus supplement and, if applicable, additional compensation for further education) until they reach a step in their new salary scale that ensures them a salary equal to or greater than the compensation they were receiving before their promotion.

7.04 If, within the twelve (12) months following each increase in the salary scale, an employee in one of the job titles covered by this article receives a salary lower than what they would have received in the job title they left (taking into account, if applicable, additional compensation for further education), they shall receive, starting on the date the lower salary takes effect and until they advance up their salary scale, the salary they would have received in the job title they left. However, if advancing up their salary scale results in a lower salary than they would have received in the job title they left, they shall continue to receive the salary associated with their former job title until their next advancement up the salary scale.

7.05 Reclassification of employees

When a position requiring a bachelor's degree in nursing or a bachelor's degree including at least two (2) certificates recognized under the provisions of clause 6.10 of Appendix E was awarded after January 1, 1983, the employee who obtained the position shall be reclassified as a nurse clinician if they met such requirement.

The rules respecting the integration of an employee so reclassified shall be those provided for in clause 7.03.

7.06 Integration of certain nurses into the job title of nurse clinician

A community health nurse,[1] an assistant head nurse or a nurse assistant to the immediate superior who, after the effective date of the collective agreement, obtains a master's degree in nursing, a bachelor's degree in nursing or a bachelor's degree including at least two (2) recognized nursing certificates shall be classified as a nurse clinician or, if applicable, a nurse clinician assistant head nurse or a nurse clinician assistant to the immediate superior on the date they obtain their degree.

The rules respecting the integration of an employee so reclassified shall be those provided for in clause 7.03.

7.07 Eligibility for the position of nurse clinician

An employee employed by an establishment in the health and social services sector on May 14, 2006, who held a Bachelor of Science including at least two (2) eligible certificates in accordance with the provisions of the 2000-2003 collective agreement shall be qualified to apply for a nurse clinician position. The same shall apply to an employee who, on May 14, 2006, was studying to complete a third (3rd) certificate as part of such bachelor's degree. If an employee, on May 14, 2006, had completed or started a second (2nd) certificate as part of a Bachelor of Science, the third (3rd) certificate must be a recognized nursing certificate provided for in Article 8, unless they already held two (2) recognized nursing certificates.

The employee shall be responsible for providing a copy of the degrees obtained in order to qualify to apply for such a position in the health and social services sector.

---

1 Only nurses working in CLSCs are covered.

7.08 Eligibility for the position of care counsellor nurse

An employee employed by an establishment in the health and social services sector on May 14, 2006, who held three (3) recognized nursing certificates provided for in Article 8 shall be qualified to apply for a care counsellor nurse position.

An employee who had begun studying for a third (3rd) recognized nursing certificate provided for in Article 8 on May 14, 2006, shall also be qualified to apply for a care counsellor nurse position. However, nursing certificates do not include administration or management certificates.

The employee shall be responsible for providing a copy of the degrees obtained in order to qualify to apply for such a position in the health and social services sector.

Recognition of professional development after obtaining a university degree provided for in the List of job titles, descriptions and salary rates and scales in the health and social services sector

Clauses 2.09 to 2.15 of this appendix are replaced by the following clauses:

7.09 This involves academic education relevant to the occupation in question and in addition to the university degree provided for in the List of job titles.

7.10 A "university degree" means that the employee has completed the schooling needed to earn a degree under the system in effect at the time.

7.11 One (1) year of studies (or its equivalent, thirty (30) credits) successfully completed in the same discipline or in a discipline related to the one mentioned in an employee's job description shall be equivalent to one (1) year of professional experience.

7.12 However, a master's degree involving forty-five (45) or more credits but less than sixty (60) credits successfully completed in the same discipline or in a discipline related to the one mentioned in an employee's job description shall be equivalent to one and a half (1½) years of professional experience.

7.13 Only the number of years normally required to complete the studies in question shall be counted.

7.14 A maximum of three (3) years of schooling may be counted as experience.

7.15 On the date the employee advances up a step, if applicable, they shall advance up another step in accordance with clauses 7.09 to 7.14 inclusive.

However, under clause 7.12, an employee who, when advancing up an annual step, is entitled to the recognition of one half (½) year of experience because they successfully completed a master's degree on the annual date of advancement shall advance up a step after a period of six (6) months following the regular date of advancement. This paragraph modifies the employee's regular date of advancement up the scale.

7.16 An employee who holds a master's degree in the same discipline or in a discipline related to the one mentioned in their job description when the job title requires only a bachelor's degree shall receive additional compensation of one and a half percent (1.5%) of the salary associated with the last step in the salary scale if they have completed one (1) or more years of experience at the last step of their salary scale.

An employee who holds a master's degree and a doctorate in the same discipline or in a discipline related to the one mentioned in their job description when the job title requires only a bachelor's degree shall receive additional compensation of one and a half percent (1.5%) of the salary associated with the last step in the salary scale for each year of experience completed at the last step of their salary scale, up to a maximum of three percent (3%).

An employee who holds a doctorate in the same discipline or in a discipline related to the one mentioned in their job description when the job title requires only a master's degree shall receive additional compensation of one and a half percent (1.5%) of the salary associated with the last step in the salary scale if they have completed one (1) or more years of experience at the last step of their salary scale, up to a maximum of three percent (3%).

ARTICLE 8 RECOGNIZED NURSING CERTIFICATES

For the purposes of applying the collective agreement, the recognized nursing certificates shall be those listed below.

They are bachelor's degree certificates. The names of the certificates may vary from one university to the next and depending on when they were offered.

Nursing: Integration and Perspectives;
Nursing;
Nursing: Clinical Setting;
Palliative Care;
Critical Care;
Perioperative Nursing;
Nursing: Public Health;
Community Health;
Mental Health;
Gerontology;
Social Gerontology;
Occupational Health and Safety;
Drug Dependence;
Youth Intervention: Foundations and Practices;
Early Childhood and Family: Early Intervention;
Psychology;
Psychosocial Practices;
Family Life Education;
Adult Education;
Human Relations and Family Life;
Administration of Healthcare Services;
Organizational Management;
Administration.

APPENDIX G

SPECIAL CONDITIONS FOR TECHNICIANS

ARTICLE 1 SCOPE

The provisions of the collective agreement apply, insofar as they have not been otherwise modified by this appendix, to technicians who are employees within the meaning of clause 1.01 of the collective agreement and who hold a job title provided for in Article 2 of this appendix.

ARTICLE 2 JOB TITLES

The job titles covered by this appendix are as follows:

2251 - Medical records archivist;

2282 - Medical records archivist team leader;

2248 - Assistant head respiratory therapist;

2236 - Assistant head medical electrophysiology technician;

2234 - Assistant head laboratory technician ;

2219 - Assistant head radiology technologist;

2247 - Clinical teacher (inhalation therapy);

2276 - Medical electrophysiology technical coordinator;

2246 - Technical coordinator (inhalation therapy);

2227 - Technical coordinator (laboratory);

2213 - Technical coordinator (radiology);

2271 - Cyto-technologist;

2244 - Respiratory therapist;

2214 - Clinical instructor (radiology);

2232 - Clinical instructor (laboratory);

2241 - Electroencephalography (EEG) technician;

2286 - Medical electrophysiology technician;

2278 - Hemodynamics technologist;

2223 - Medical technologist;

2224 - Graduate medical laboratory technician;

2208 - Nuclear medicine technologist;

2205 - Radiodiagnostic technologist;

2207 - Radiotherapy technologist;

2212 - Specialized radiology technologist.

ARTICLE 3 INTEGRATION ON THE EFFECTIVE DATE OF THIS AGREEMENT

Within forty-five (45) days following the effective date of this agreement, technicians employed by the employer on the effective date of this agreement shall be ranked on the salary scale in accordance with the provisions in Article 5 of this appendix.

ARTICLE 4 REPLACEMENT IN A HIGHER POSITION

A technician required by the establishment to work temporarily in a higher position shall receive the salary associated with this position for the time they occupy it, if they occupy it for at least one regular work shift.

ARTICLE 5 RANKING ON THE SCALE

Technicians covered by this appendix shall be ranked on the salary scale based on their prior experience and, if applicable, their further education, which shall be established in the manner described in Article 7.

ARTICLE 6 ADVANCEMENT UP THE SALARY SCALE

This article replaces clause 7.21 (Advancement up the salary scale) of the collective agreement.

If the number of steps in the salary scale permits, each time an employee completes one (1) year of service in their job title, they advance to the next step up.

However, the amount of time an employee spends on a scale with nineteen (19) steps or more shall be six (6) months of service at steps 1 to 8 and one (1) year of service at steps 9 to 18.

For the purposes of the preceding paragraphs, a part-time employee shall complete one (1) year of service when they have accumulated the equivalent number of days of work in the table below, based on the number of vacation days to which they are entitled.

Number of working days of annual vacation	Number of days of work required
20	225
21	224
22	223
23	222
24	221
25	220

A part-time employee's days of union leave, excluding those provided for in clauses 6.06 to 6.08 of the collective agreement, shall be considered days of work for the purpose of advancing up the salary scale.

In the case of a part-time employee, for the purpose of advancing up the salary scale, the days worked in the same job title since January 1, 1990, in another establishment in the system shall be recognized. The employee may ask each of their employers, once per calendar year, for a written attestation of the number of days worked. The employee's experience as of the date the attestation is given shall be recognized for the purpose of advancing up the salary scale.

An employee shall not be credited more than one (1) year of experience every twelve (12) calendar months.

However, the year or part of a year of service acquired and the days of work accumulated in 1983 shall not be credited for the determination of the date the employee advances up the scale.

ARTICLE 7 PRIOR EXPERIENCE AND FURTHER EDUCATION

The following paragraphs replace Article 17 (Years of prior experience) of the collective agreement.

7.01 One (1) year of experience shall be equivalent to one (1) year of service for the purposes of advancing up a step in the salary scale, in accordance with the rules applicable to advancing up the salary scale. This experience must be acquired as follows:

7.02 A technician shall be entitled, in terms of salary only, to ranking based on the duration of prior work, provided they did not leave the health and social services sector or another job as a technician more than ten (10) years earlier.

7.03 If the technician left the health and social services sector or another job as a technician between five (5) and ten (10) years earlier, at the end of their probation period, they shall be ranked in accordance with the provisions of clause 6.02. However, a technician cannot be placed higher than on the second-to-last step of the salary scale.

7.04 If the technician left the health and social services sector or another job as a technician more than ten (10) years earlier, at the end of their probation period, the employer shall take into account all valid experience in the reassessment of the technician's ranking on the scale.

7.05 Notwithstanding clauses 7.01, 7.02, 7.03 and 7.04, employees currently employed by the employer and employees hired thereafter shall not, for the purposes of ranking in their salary scale, be credited for the experience acquired in 1983.

7.06 The experience of a part-time technician shall be calculated as follows:

Each day of work shall be equivalent to 1/225 of a year of experience if they are entitled to four (4) weeks of annual vacation, 1/224 of a year of experience if they are entitled to twenty-one (21) days of annual vacation, 1/223 of a year of experience if they are entitled to twenty-two (22) days of annual vacation, 1/222 of a year of experience if they are entitled to twenty-three (23) days of annual vacation, 1/221 of a year's vacation if they are entitled to twenty-four (24) days of annual vacation and 1/220 of a year of experience if they are entitled to twenty-five (25) days of annual vacation.

7.07 The employer must ask the technician for a written attestation of their acquired experience, which the technician shall obtain from the employer where they acquired the experience.

If it does not ask for such an attestation, the employer cannot establish a limitation period.

7.08 If the technician cannot provide written proof of their experience, they may, after demonstrating the impossibility, provide proof of their experience by declaring under oath all of the relevant details, including the employer's name, the dates worked and the type of work.

7.09 At the technician's departure, the employer shall give them an attestation of the experience acquired in its employ.

7.10 Further education (laboratory)

The provisions of Appendix H (Recognition of further education) apply to employees covered by this appendix.

A technician who holds an advanced certificate (ART) in clinical chemistry, hematology, histopathology, microbiology, cytology, blood banks, virology, immunology, electron microscopy or cytogenetics shall have two (2) years of service recognized for the purpose of advancing up the salary scale. The further education must be related to the specialty in which the employee is working.

7.11 When a technician uses several advanced certificates (ART), they shall have two (2) years of service recognized for the purpose of advancing up the salary scale for each certificate, up to a maximum of four (4) years of service for all of the certificates. The further education must be related to the specialty in which the employee is working.

7.12 A technician who holds a bachelor's degree in medical biology (medical technology option), biochemistry, chemistry or microbiology shall have four (4) years of service recognized for the purpose of advancing up the salary scale.

7.13 A technician who holds a licence (LCSLT) in medical technology shall have four (4) years of service recognized for the purpose of advancing up the salary scale.

7.14 A technician who has successfully completed thirty (30) credits of a college or university program in medical biology or radiology shall have two (2) years of service recognized for the purpose of advancing up the salary scale. The education must be related to the specialty in which the employee is working.

7.15 Subject to clause 7.11 of this appendix and clause 2.03 of Appendix H, further training shall not be cumulative for the purposes of advancing up the salary scale.

The technician shall benefit only from the diploma or degree that affords the most steps.

7.16 This advancement up the salary scale shall replace all weekly salary supplements or premiums previously paid for this purpose.

ARTICLE 8 SPECIAL CONDITIONS FOR CLASS B TECHNICIANS WHO BECOME TECHNICIANS

A Class B technician who becomes a graduate technician shall receive, in their job title, the salary associated with the scale for this job title immediately above the salary they would be receiving in the job title they left.

They shall then be deemed, as a graduate technician, to have the number of years' experience corresponding to their ranking on the salary scale for technicians.

ARTICLE 9 CLINICAL ORIENTATION AND TRAINING PREMIUM

An employee with the job title respiratory therapist (2244) who assumes responsibility for the clinical orientation and training of employees and student trainees shall receive an hourly premium of two percent (2%) of their base salary plus, if applicable, the additional compensation provided for in Article 2 of Appendix H when they assume these responsibilities.

Notwithstanding the foregoing, an employee in one of the job titles provided for in the first (1st) paragraph who assumes responsibility for the clinical orientation and training of employees and student trainees for more than half (½) their shift shall receive the hourly premium for their entire shift.

ARTICLE 10 CRITICAL CARE PREMIUM

The following article replaces the first (1st) paragraph of clause 9.15 of the collective agreement.

An employee covered by the following paragraph shall receive the critical care premium for hours worked in critical care, as defined in the second (2nd) paragraph of clause 9.15.

This premium shall apply to employees in the following job titles:

- Assistant head medical electrophysiology technician (2236);
- Assistant head radiology technician (2219);
- Technical coordinator (laboratory) (2227);
- Technical coordinator (radiology) (2213);
- Medical electrophysiology technical coordinator (2276);
- Graduate medical laboratory technician (2224);
- Social assistance technician (2586);
- Medical electrophysiology technician (2286);
- Hemodynamics technologist (2278);
- Medical technologist (2223);
- Nuclear medicine technologist (2208);
- Radiodiagnostic technologist (2205);
- Specialized radiology technologist (2212);
- Specialized radiation oncology technologist (2218).

ARTICLE 11 SPECIFIC CRITICAL CARE PREMIUM

The following article replaces the first (1st) paragraph of clause 9.16 of the collective agreement.

An employee covered by the following paragraph shall receive a specific critical care premium for hours worked in services or departments as defined in the second (2nd) paragraph of clause 9.16, except for obstetrical care (mother-child) units.

This premium shall apply to employees in the following job titles:

- Assistant head medical electrophysiology technician (2236);

- Assistant head radiology technician (2219);
- Technical coordinator (laboratory) (2227);
- Technical coordinator (radiology) (2213);
- Medical electrophysiology technical coordinator (2276);
- Graduate medical laboratory technician (2224);
- Social assistance technician (2586);
- Medical electrophysiology technician (2286);
- Hemodynamics technologist (2278);
- Medical technologist (2223);
- Nuclear medicine technologist (2208);
- Radiodiagnostic technologist (2205);
- Specialized radiology technologist (2212);
- Specialized radiation oncology technologist (2218).

APPENDIX H

RECOGNITION OF FURTHER EDUCATION

ARTICLE 1 SCOPE

The provisions of this appendix apply to employees whose job title requires a Diploma of College Studies (DCS) and who are classified as technicians (code 2000) as provided for in the collective agreement, except for employees covered by Appendix E.

ARTICLE 2 FURTHER EDUCATION

2.01 Each successfully completed recognized further education program with a value equal to or greater than fifteen (15) credits and less than thirty (30) credits shall be equivalent to one (1) year of service for the purpose of advancing up the salary scale or, if applicable, to additional compensation of one and a half percent (1.5%) of the salary associated with the last step in the salary scale.

This provision does not apply to activities covered by Article 13 “Human resource development and professional practice development budgets.”

2.02 Each successfully completed recognized further education program with a value equal to thirty (30) credits shall be equivalent to two (2) years of service recognized for the purpose of advancing up the salary scale or, if applicable, additional compensation of three percent (3%) of the salary associated with the last step in the salary scale.

2.03 For the purposes of applying clauses 2.01 and 2.02, an employee who uses several further education programs in their specialty shall have one (1) or two (2) years of service recognized for the purpose of advancing up the salary scale for each program, as the case may be, up to a maximum of four (4) years of service for all programs or, if applicable, additional compensation of up to six percent (6%) of the salary associated with the last step in the salary scale.

2.04 An employee who holds a recognized bachelor’s degree shall have four (4) years of service recognized for the purpose of advancing up the salary scale or, if applicable, additional compensation of up to six percent (6%) of the salary associated with the last step in the salary scale.

An employee who is registered in a program of study leading to a bachelor’s degree shall have two (2) years of service recognized for the purpose of advancing up the salary scale or, if applicable, additional compensation of three percent (3%) of the salary associated with the last step in the salary scale if they have successfully completed the first thirty (30) credits. The employee shall have two (2) years of service recognized for the purpose of advancing up the salary scale or, if applicable, additional compensation of three percent (3%) of the salary associated with the last step in the salary scale when they obtain their bachelor’s degree.

2.05 An employee who holds a recognized master’s degree shall have six (6) years of service recognized for the purpose of advancing up the salary scale or, if applicable, additional compensation of up to six percent (6%) of the salary associated with the last step in the salary scale.

2.06 To benefit from the advancement up the salary scale described in the previous clauses, the further education must be related to the specialty in which the employee works. To benefit from the additional compensation, the further education must be required by the employer. If the employee uses several further education courses in the specialty in which they work, they shall have one (1) or two (2) years of service recognized for the purpose of advancing up the salary scale for each program, as the case may be, or, if applicable, additional compensation of up to six percent (6%) of the salary associated with the last step of the salary scale.

2.07 Subject to clause 2.03, the further education provided for in this agreement, acquired in addition to the basic course, shall not be cumulative for the purpose of advancing up the salary scale or, if applicable, additional compensation. The employee shall benefit only from the diploma or degree that is worth the most years of service for the purpose of advancing up the salary scale.

2.08 An employee who has advanced up the salary scale because of further education shall receive the additional compensation for such education once they have completed one (1) year or more of experience on the last step of their salary scale, and when the education is required by the employer under the provisions of clause 2.09.

When an employee who holds a position for which further education is required cannot benefit from all of the years of service for the purpose of advancing up the steps to which they are entitled because of their further education because they are at the top of their salary scale because of their experience and further education, that employee shall receive, for each step no longer accessible, additional compensation equivalent to one and a half percent (1.5%) of the salary associated with the last step of their salary scale, until such additional compensation corresponds to all of the steps to which they are entitled because of their further education, up to a maximum of six percent (6%).

An employee who is at the top of the scale solely because of their experience shall benefit from the additional compensation for their further education when it is required by their employer under the provisions of clause 2.09.

2.09 For the purpose of applying this article, within six (6) months following the effective date of the collective agreement, the employer shall determine, by service or department and by job title, the list of required further education programs that qualify for additional compensation.

ARTICLE 3 RECOGNIZED FURTHER EDUCATION

The list of further education programs and their relative values recognized on June 19, 1996, and the programs of study recognized by the Ministère de l'Éducation shall be recognized for the purpose of applying this article.

APPENDIX I

SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN PSYCHIATRIC HOSPITALS AND OTHER TARGETED SECTORS OF ACTIVITY

SECTION I PSYCHIATRIC HOSPITAL CENTRES

ARTICLE 1 PREVENTIVE MEASURES

1.01 If an employee believes that a user may pose an immediate or eventual risk to the people around them, they shall notify their immediate supervisor. A written report shall be placed in the employee's file.

1.02 In light of the facts set out in the employee's report, the authorities shall immediately take the necessary measures.

ARTICLE 2 ORIENTATION COURSE ON DEALING WITH PSYCHIATRIC USERS

2.01 An employee who has taken an orientation course on dealing with psychiatric users or its equivalent shall receive, if they pass their examination, an attestation of their successful completion of the course and a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
13.53	13.91	14.27	14.63	15.14

If they do not pass the examination, they shall receive a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
10.46	10.75	11.03	11.31	11.71

2.02 To be entitled to the premium, an employee who has taken fifty percent (50%) of the nursing, licensed practical nurse, child nurse or baby nurse course at a recognized establishment without completing it may take the examination without being obliged to take the course. If they fail the examination, they may register for the course.

Graduate or certified employees in the job titles mentioned in the above paragraph shall not be entitled to the premium. However, employees who are already receiving the premium shall continue to receive it for the term of this agreement.

2.03 The employer shall recognize courses given in other psychiatric establishments.

2.04 The duration of the course is between sixty (60) and seventy (70) hours.

2.05 The course is divided up as follows:

- Fifty percent (50%) general nursing; and
- Fifty percent (50%) psychiatric nursing.

2.06 Learners must attend eighty percent (80%) of the classes to be admitted to the examination. The examination may be oral or written, at the employee's discretion. In all cases, it includes a practical test.

2.07 The written or oral examination is worth five hundred (500) marks as follows:

- 200 marks for general nursing;
- 200 marks for psychiatric nursing;
- 100 marks for attendance.

2.08 The pass mark for the examination is sixty percent (60%).

2.09 An employee who does not pass the examination shall be allowed to take it once more in a later session, following the above-mentioned procedure. The employee can in no case retake the course.

ARTICLE 3 FLOATING DAYS OFF

3.01 A full-time employee who works in an establishment listed in articles 6 and 7, in the psychiatric emergency department of an establishment listed in Article 5, or in the psychiatric department or wing of the establishments listed in Article 4 shall be entitled, on July 1 of each year, for each month worked, to one half (½) day off up to a maximum of five (5) days a year.

For employees who began working in psychiatry after July 1, 1980, these floating days off shall be divided in two (2) and credited on January 1 and July 1.

For calculation purposes, an employee hired between the first (1st) and the fifteenth (15th) day of the month, inclusive, shall be deemed to have one (1) full month's service.

3.02 An employee who leaves their assignment in a psychiatric setting shall be paid for all unused floating days off so acquired based on the benefit they would receive if they took them at that time.

3.03 A part-time employee shall not be entitled to these floating holidays but shall receive monetary compensation equal to 2.2% applicable to:

- the salary, supplements, premiums[1] and additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H, paid on each pay;
- the salary the employee would have received had they not been on unpaid sick leave while assigned to their position or an assignment, paid on each pay;
- the base salary on which maternity, paternity, adoption and preventive withdrawal benefits are based, paid on each pay. However, the amount calculated during preventive withdrawal shall not be paid on each pay, but accumulated and paid with the employee's vacation pay.

ARTICLE 4 DEFINITION OF PSYCHIATRIC DEPARTMENT OR WING

4.01 The provisions of articles 1 and 3 of this section and clause 9.21 of the collective agreement apply to structured psychiatric departments and wings in hospital centres.

For the purposes of applying this article, a structured psychiatric department or wing is defined as follows: special area with personnel assigned to care for and supervise psychiatric users and to implement structured rehabilitation programs prepared for the users by the professionals in the department or wing.

The establishments covered are as follows:

MONTREAL (06)

Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'île-de-Montréal:
- St. Mary's Hospital;
- Lakeshore General Hospital;
- Hôpital Saint-Anne;
- Centre hospitalier de soins de longue durée en santé mentale de Lachine;

CHAUDIÈRE-APPALACHES (12)

Centre intégré de santé et des services sociaux de Chaudière-Appalaches:
- Hôpital de Montmagny;
- Hôpital de Saint-Georges;
- Hôpital de Thetford Mines;
- Hôtel-Dieu de Lévis.

4.02 If, during the term of this agreement, an establishment creates a psychiatric department or wing, the Comité patronal de négociation du secteur de la santé et services sociaux and the Syndicat québécois des employées et employés de service, section locale 298 (SQEES-298-FTQ) and representatives of the establishment concerned shall meet to determine whether this department or wing should be considered a structured department or wing as defined in the first (1st) paragraph of clause 4.01.

1. Weekend, evening shift, night shift and swing shift premiums are not taken into account.

ARTICLE 5 DEFINITION OF PSYCHIATRIC EMERGENCY DEPARTMENT

The provisions of this section also apply to employees who work in a structured psychiatric emergency department in the following hospital centre:

MONTREAL (06)

Centre intégré universitaire de santé et des services sociaux de l'Ouest-de-l'Île-de-Montréal:
- St. Mary's Hospital.

For the purposes of applying this section, a structured psychiatric emergency department is defined as an special emergency department with staff assigned to caring for and supervising psychiatric patients.

If, during the term of this agreement, a hospital centre opens or closes a psychiatric emergency department, the CPNSSS and the SQEES-298-FTQ, as well as representatives of the hospital centre concerned, shall meet to determine whether this psychiatric emergency department should be considered or ceased to be considered, as the case may be, a structured psychiatric emergency department as defined above.

If, during the term of this agreement, a hospital centre recognized as a psychiatric hospital by the Ministère de la Santé et des Services sociaux ceases to be recognized as such and continues to maintain a psychiatric emergency department, the CPNSSS and the SQEES-298-FTQ, as well as representatives of the hospital centre concerned, shall meet to determine whether this emergency department should be considered a structured psychiatric emergency department as defined above.

ARTICLE 6

The provisions of this section shall apply to employees of the Douglas Mental Health University Institute of the Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal.

ARTICLE 7

The provisions of this section apply in the wings and departments of the CLSC et centre d'hébergement de Lac-Etchemin of the Centre intégré de santé et de services sociaux de Chaudière-Appalaches that are structured psychiatric wings and departments as defined in clause 4.01 of this appendix.

ARTICLE 8

Subject to Article 7, the application of the benefits provided for in this section shall cover only employees working in hospital centres.

SECTION II OTHER SECTORS OF ACTIVITY

ARTICLE 9

Except for employees in a psychiatric emergency department covered by the critical care premium provided for in clause 9.15 of the collective agreement and those covered by the psychiatry premium provided for in clause 9.21 of the collective agreement and the floating days off provided for in clause 3.01 or the monetary compensation provided for in clause 3.03 of this appendix, employees who assist with the rehabilitation, care or supervision of users and who work in the sectors or subsectors of activity listed below shall receive the psychiatry premium provided for in clause 9.21 of the collective agreement, as well as monetary compensation equal to 2.2% applicable to:

- the salary, supplements, premiums[1] and additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H, paid on each pay;
- the salary the employee would have received had they not been on unpaid sick leave while assigned to their position or an assignment, paid on each pay;
- the base salary on which maternity, paternity, adoption and preventive withdrawal benefits are based, paid on each pay. However, the amount calculated during preventive withdrawal shall not be paid on each pay, but accumulated and paid with the employee's vacation pay.

The sectors or subsectors of activity covered are as follows:

- 5940 Support in the community for people with severe mental health problems;
- 5941 Assertive community treatment;
- 5942 Variable community follow-up;
- 5943 Flexible assertive community treatment;
- 5944 First episode psychosis program (FEPP);
- 6280 Day hospital – Mental health;
- 6281 Day hospital – Child psychiatry;
- 6282 Day hospital – Adult mental health;
- 6330 Secondary and tertiary care assessment and treatment services for mental health;
- 6331 Secondary and tertiary care assessment and treatment services for mental health – Young people;
- 6332 Secondary and tertiary care assessment and treatment services for mental health – Adults.

1 Weekend, evening shift, night shift and swing shift premiums are not taken into account.

APPENDIX J

SPECIAL CONDITIONS FOR THE INTEGRATION OF STAFF UNDER SECTIONS 130 TO 136 OF THE ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY (CQLR, c. S-2.1)

ARTICLE 1 SCOPE

The provisions of this collective agreement apply to employees to be integrated insofar as they are not otherwise modified by this appendix.

A) Voluntary transfers

Newly created positions shall not be posted, and the employees to be integrated shall fill such positions. Since they are being integrated, their appointment cannot be challenged.

B) Seniority

The years of service acquired with the former employer shall be transferred as years of seniority in the establishment.

C) Professional experience

The employee's seniority deemed relevant by the establishment shall be recognized.

D) Salary

Employees shall not suffer a decrease in hourly wage.

E) Vacation

The provisions of the collective agreement concerning vacation shall apply to integrated employees on the date they start work.

F) Pension plan

Employees shall be subject to the Government and Public Employees Retirement Plan (RREGOP) as soon as they start work at the establishment.

ARTICLE 2 OTHER WORKING CONDITIONS

Integrated employees cannot transfer any other working condition applied under their former employer.

APPENDIX K

SPECIAL CONDITIONS FOR MONTREAL HEART INSTITUTE EMPLOYEES WORKING AT THE EPIC CENTRE

ARTICLE 1 SCOPE

The provisions of this collective agreement shall apply to Montreal Heart Institute employees working at the EPIC Centre insofar as they are not otherwise modified by this appendix.

ARTICLE 2 START DATE

For the purposes of applying clauses 12.03, 12.04 and 12.11 of the collective agreement, the start date for employees integrated from the EPIC Centre into the Montreal Heart Institute shall be October 23, 1983.

ARTICLE 3 MINIMUM INTERVAL

The provisions of clause 7.10 of the collective agreement do not apply.

ARTICLE 4 SPLIT SHIFT PREMIUMS

The provisions of clause 9.08 of the collective agreement do not apply.

APPENDIX L

FOUR (4)-DAY WORK WEEK WITH REDUCED HOURS

An employee and the employer may agree to implement a four (4)-day work week with reduced hours within the following parameters:

1. For full-time employees, the regular work week shall be modified as follows:

a) The regular work week of employees currently working thirty-two and a half (32.5) hours shall be thirty (30) hours over four (4) seven and a half (7.5)-hour days.

b) The regular work week of employees currently working thirty-five (35) hours shall be thirty-two (32) hours over four (4) eight (8)-hour days.

c) The regular work week of employees currently working thirty-six and a quarter (36.25) hours shall be thirty-two (32) or thirty-three (33) hours over four (4) eight (8)-hour or eight and a quarter (8.25)-hour days.

d) The regular work week of employees currently working thirty-seven and a half (37.5) hours shall be thirty-three (33) hours over four (4) eight and a quarter (8.25)-hour days.

e) The regular work week of employees currently working thirty-eight and three quarter (38.75) hours shall be thirty-four (34) or thirty-five (35) hours over four (4) eight and a half (8.5)-hour days or four (4) eight and three quarter (8.75)-hour days.

f) The regular work week of employees currently working forty (40) hours shall be thirty-five (35) or thirty-six (36) hours over four (4) eight and three quarter (8.75)-hour days or four (4) nine (9)-hour days.

2. Conversion of days off into premiums

- The maximum number of sick days that can be accumulated per year shall decrease from 9.6 days to 5 days.
- Statutory holidays may be reduced by between eight (8) and (11) days.
- These days off shall be converted into a premium added to the hourly wage for the job title. Depending on the number of days off converted, the percentage shall vary according to the following table:

Days converted	**Premium percentage**
12.6	4.3
13.6	4.9
14.6	5.5
15.6	6.0

3. Modifications resulting from the new schedule

Full-time employees shall continue to be governed by the rules applicable to full-time employees.

In addition to benefits such as statutory holidays and sick days, which were considered in the calculation of the compensation percentage, the other benefits to be established in proportion to the new work schedule shall be:

- weekly premiums;
- floating days off;
- annual vacation.

	Former schedule	**New schedule**
Less than 15 years' service	20 days	16 days
15 years' service	21 days	16.8 days
16 years' service	22 days	17.6 days
17 years' service	23 days	18.4 days
18 years' service	24 days	19.2 days
19 years' service or more	25 days	20 days

The salary to use in the calculation of all benefits, indemnities, etc., shall be the salary provided for in the new schedule, including the premium for converted days off, in particular for:

- maternity leave, paternity leave and leave for adoption;
- salary insurance benefits;
- leave with deferred pay.

Notwithstanding the previous paragraph, the layoff benefit of a full-time employee shall be equivalent to the salary associated with their job title or their out-of-scale salary, if applicable, at the time of the layoff. Evening shift, night shift, split shift, seniority and responsibility premiums and premiums for inconveniences not actually suffered are not taken into account in calculating the layoff benefit.

The waiting period for disability benefits shall be five (5) working days.

For the purposes of qualifying for overtime, the normal workday for a full-time employee or a part-time employee replacing that employee shall be the normal workday in the new schedule.

The normal workday for a full-time employee or a part-time employee replacing that employee for the entire assignment shall be the normal workday in the new schedule.

The normal workday for a part-time employee replacing an employee on both types of schedule shall be the normal workday associated with the job title on the five (5)-day schedule.

4. Terms and conditions

The model based on the provisions of articles 1, 2 and 3, its duration and its terms and conditions shall be agreed upon by the employee and the employer.

The terms and conditions to be agreed upon include:

a) implementation for a minimum duration of one (1) year, renewable at the end of the period;

b) the option for the employee or the employer to terminate the agreement upon notice sixty (60) days before the end of the arrangement;

c) the option for the employee and the employer to terminate the arrangement at any time upon agreement;

d) the option of breaking down one (1) week of annual vacation into individual days.

The way in which work hours freed up as a result of the arrangement are dealt with shall be as provided for in the local provisions.

5. Employees covered by this appendix can continue to participate in the pension plan as if they were working full-time, in which case they will have a full year of service recognized, along with the corresponding eligible earnings. In this respect, the local parties can agree on terms and conditions for the payment of the employee's contributions to the pension plan. If the parties fail to reach an agreement, the employee shall pay all contributions normally payable for the days off.

6. If it is impossible to grant all willing employees access to a four (4)-day schedule, the employer shall implement the arrangement based on seniority.

APPENDIX M

REGIONAL DISPARITIES

SECTION I DEFINITIONS

For the purposes of this appendix, the following terms are defined as follows:

1.01 1. Dependant:

The employee's spouse and dependent child as defined in Article 1 of the collective agreement, and any other dependent person within the meaning of the Income Tax Act (CQLR, c. I-3), provided the person lives with the employee. However, for the purposes of this appendix, the employment income earned by the employee's spouse shall not change their status of dependant.

Similarly, if a child attends a secondary school declared to be of public interest at a location other than the location of the employee's residence, the child shall still be considered a dependant if there is no other public secondary school accessible in the location where the employee resides.

Similarly, if a child attends a preschool or elementary school declared to be of public interest at a location other than the location of the employee's residence, the child shall still be considered a dependant if there is no other preschool or elementary school, as the case may be, declared to be of public interest accessible in the child's language of instruction (English or French) in the location where the employee resides.

A child aged 25 or under who meets the following three (3) conditions shall also be considered a dependant:

1) The child attends a postsecondary institution declared to be of public interest full time at a location other the location of the employee's residence if the employee works in Sector III, IV or V, with the exclusion of Parent, Sanmaur and Clova, or who works in Fermont.

2) During the twelve (12) months preceding the start of their postsecondary program of studies, the child held the status of dependant as defined in this appendix.

3) The employee submitted the supporting documents attesting to the fact that the child is enrolled full-time in a postsecondary program, i.e. proof of enrollment at the start of the term and proof of attendance at the end of the term.

Recognition of the status of dependant as defined in the preceding paragraph shall allow the employee to retain their level of isolation and remoteness premium and the dependent child to benefit from the provisions concerning trips.

However, the travel expenses allocated to a dependant child in other programs shall be deducted from the benefits related to trips for the dependant child.

Moreover, a child aged 25 or under who is no longer considered a dependant for the purposes of applying this clause and who is enrolled full-time in a postsecondary institution declared to be of public interest shall resume the status of dependant if they meet conditions 1) and 3) above.

2. Point of departure:

Domicile within the legal meaning of the term at the time of hiring, insofar as the domicile is located in a locality in Quebec. Said point of departure may be modified by agreement between the employer and the employee provided that it is located in a locality in Quebec.

If an employee already covered by this appendix changes employer, this shall not modify their point of departure.

1.02 Sectors:

Sector V

Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Tarpangajuk and Umiujaq.

Sector IV

Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvirnituq, Kuujjuaq, Kuujjuarapik, Whapmagoostui, Schefferville and Kawawachikamach.

Sector III

- The territory located north of the fifty-first (51st) parallel, including Mistissini, Chisasibi, Ouje-Bougoumou, Radisson and Waswanipi, except for Fermont and the localities specified in sectors IV and V;
- Parent, Sanmaur and Clova;
- The territory of the Côte-Nord, extending east from Havre-St-Pierre to the border of Labrador, including Anticosti Island.

Sector II

- Fermont;
- The territory of the Côte-Nord located east of Rivière Moisie and extending to Havre-St-Pierre, inclusive;
- Îles-de-la-Madeleine.

Sector I

- Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

SECTION II PREMIUM AMOUNTS

2.01 An employee who works in one of the above-mentioned sectors shall receive an annual isolation and remoteness premium of:

Sector	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
With dependants					
Sector V	23,426	24,082	24,708	25,326	26,212
Sector IV	19,856	20,412	20,943	21,467	22,218
Sector III	15,267	15,694	16,102	16,505	17,083
Sector II	12,137	12,477	12,801	13,121	13,580
Sector I	9,813	10,088	10,350	10,609	10,980
No dependants					
Sector V	13,288	13,660	14,015	14,365	14,868
Sector IV	11,265	11,580	11,881	12,178	12,604
Sector III	9,544	9,811	10,066	10,318	10,679
Sector II	8,089	8,315	8,531	8,744	9,050
Sector I	6,860	7,052	7,235	7,416	7,676

2.02 A part-time employee who works in one of the above sectors shall receive this premium in proportion to the number of hours compensated.

2.03 The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the employee's assignment on the employer's territory included in a sector described in Section I.

2.04 Subject to clause 2.03, the employer shall cease to pay the isolation and remoteness premium established under this section if the employee and their dependants deliberately leave the territory while on paid leave of more than thirty (30) days. However, the isolation and remoteness premium shall be maintained as if the employee were at work during annual vacation, statutory holidays, sick days, maternity leave, paternity leave, leave for adoption, preventive withdrawal, work accident or occupational illness.

2.05 If two (2) spouses work for the same employer, or if they work for two (2) different employers in the public and parapublic sectors, only one (1) of them may benefit from the premium applicable to a spouse with dependants, if there are one (1) or more dependants other than the spouse. If there are no dependants other than the spouse, each spouse shall be entitled to the premium for an employee without dependants, notwithstanding the definition of "dependant" in clause 1.01 of Section 1 of this appendix.

2.06 An employee who is on maternity leave, paternity leave or leave for adoption who remains on the territory during their leave shall continue to benefit from the provisions of this appendix.

SECTION III OTHER BENEFITS

3.01 The employer shall assume the following expenses for all employees recruited in Quebec more than fifty kilometres (50 km) away from the locality where they are to carry out their duties, provided that the locality is located in one of the sectors described in Section I:

a) The travel expenses of the employee and their dependants;

b) The cost of moving their personal belongings and those of their dependants up to:

- two hundred twenty-eight kilograms (228 kg) per adult or child aged twelve (12) or over;
- one hundred thirty-seven kilograms (137 kg) for each child under the age of twelve (12);

c) The cost of transporting their furniture (including household utensils), if applicable, other than those provided by the employer;

d) The cost of transporting a motor vehicle, if applicable, by road, ship or train;

e) The cost of storing furniture and personal belongings if applicable.

3.02 The employee shall not be entitled to a reimbursement of these expenses if they breach their contract to work for another employer before the sixty-first (61st) calendar day of their stay on the territory, unless the union and the employer agree otherwise.

3.03 If an employee eligible for the provisions in paragraphs b), c) and d) of clause 3.01 decides not to take advantage of some or all of these benefits immediately, they shall remain eligible for them for two (2) years following the start date of their assignment.

3.04 These expenses shall be payable provided that the employee is not reimbursed under another program, such as the federal labour mobility program, and that their spouse has not received an equivalent benefit from their employer or another source, and only in the following cases:

a) For the employee's first assignment: from the departure point to the location of the assignment;

b) For a subsequent assignment or transfer at the employer's or employee's request: from the location of one assignment to the other;

c) In the case of breach of contract or the employee's resignation or death: from the location of the assignment to the point of departure. In the case of Sectors I and II, expenses shall be reimbursed in proportion to the amount of time worked in comparison with a one (1)-year reference period, except in the case of death;

d) When an employee obtains leave for studies: from the location of the assignment to the departure point. In this case, the expenses covered in Section III shall also be payable to the employee whose departure point is located fifty kilometres (50 km) or less from the locality in which they work.

3.05 For the purposes of this section, these expenses shall be assumed by the employer between the departure point and the location of the assignment or reimbursed upon submission of supporting documents.

In the case of an employee recruited from outside Quebec, these expenses shall be assumed by the employer up to the equivalent of the expenses between Montreal and the locality where the employee is assigned to carry out their duties.

If two (2) spouses work for the same employer, only one (1) of them may take advantage of the benefits under this section.

3.06 The weight of two hundred twenty-eight kilograms (228 kg) specified in paragraph b) of clause 3.01 shall be increased by forty-five kilograms (45 kg) per year of service spent on the territory in the employer's employ. This provision shall cover the employee only.

SECTION IV TRIPS

4.01 The employer shall pay for or reimburse an employee recruited more than fifty kilometres (50 km) away from the locality where they carry out their duties, the expenses inherent in the following trips for the employee and their dependants:

a) For the localities in Sector III, except those listed in the preceding paragraph, and for the localities in sectors IV and V and Fermont: four (4) trips per year for employees without dependants, and three (3) trips per year for employees with dependants;

b) For Clova, Havre-St-Pierre, Parent, Sanmaur and Îles-de-la-Madeleine: one (1) trip per year.

The fact that the employee's spouse works for the employer or another employer in the public or parapublic sector shall not result in the employee benefiting from a greater number of trips paid by the employer than stipulated in the collective agreement.

These expenses shall be paid or reimbursed upon submission of supporting documents for the employee and their dependants, up to, for each person, the equivalent of airfare for one return trip from the location of the assignment to the departure point located in Quebec, or to Montreal.

In the case of trips for an employee with dependants, the trip shall not have to be taken at the same time by all persons entitled to the trip. However, this shall not result in the employee or their dependants benefiting from a greater number of trips paid by the employer than provided for in the collective agreement.

4.02 In the cases provided for in paragraphs a) and b) of clause 4.01, one (1) trip may be used by a non-resident spouse to visit an employee who resides in one of the regions mentioned in clause 1.02.

4.03 When an employee or one of their dependants requires emergency evacuation from the workplace located in one of the localities provided for in clause 4.01 because of illness, accident or pregnancy-related complication, the employer shall pay the round-trip airfare. The employee must prove the need for the evacuation. An attestation from the nurse or doctor in the area or, if the attestation cannot be obtained locally, a medical certificate from the treating physician, shall be accepted as proof.

The employer shall also pay the return airfare for a companion.

4.04 The employer shall grant the employee leave without pay to allow them to accompany one or more of their dependants who require emergency evacuation under clause 4.03.

4.05 An employee who initially lived in a locality located more than fifty kilometres (50 km) from the location of their assignment who was recruited on site and obtained their right to trips because they were living there as a couple with a spouse working in the public sector shall continue to benefit from the right to the trips provided for in clause 4.01, even if they lose their status as spouse.

4.06 Subject to an agreement with the employer on the terms and conditions of recovery, an employee covered by the provisions of clause 4.01 may take up to one (1) trip by anticipation in the case of the death of a close relative who lived outside the locality where they work. For the purposes of this clause, a close relative is defined as follows: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law. However, in no way shall this confer on the employee or their dependants a number of trips greater than the number to which they are entitled.

4.07 On March 1 of each year, an employee who benefits from the reimbursement of trip-related expenses shall be entitled to annual compensation equivalent to fifty percent (50%) of the expenses incurred for the third (3rd) and fourth (4th) trips the previous calendar year. This annual compensation shall be payable with the pay including March 1.

SECTION V REIMBURSEMENT OF TRAVEL AND ACCOMMODATION EXPENSES

5.01 The employer shall reimburse the employee, upon presentation of supporting documents, certain travel and accommodation expenses (meals, taxis and accommodations if applicable) for the employee and their dependants, upon hiring and for any trips provided for in the collective agreement, provided these expenses are not assumed by a carrier.

Such expenses shall be limited to the amounts provided for in Article 27 (Travel expenses) or, if not, according to the employer's policy applicable to all employees.

SECTION VI DEATH OF THE EMPLOYEE

6.01 In the case of the death of the employee or one of their dependants, the employer shall pay the transportation costs to repatriate the remains. Moreover, in the case of the employee's death, the employer shall reimburse their dependants for all costs inherent in travel to and from the location of the assignment to a place of interment in Quebec.

SECTION VII TRANSPORTATION OF FOOD

7.01 An employee who cannot obtain their own supply of food in sectors IV and V, in Ouje-Bougoumou, Chisasibi, Radisson, Mistissini and Waswanipi, because there is no way to procure food in their locality, shall benefit from payment of transportation costs for such food, up to the following:

- Seven hundred twenty-seven kilograms (727 kg) per year per adult and child aged twelve (12) or over;
- Three hundred sixty-four kilograms (364 kg) per year per child under the age of twelve (12).

This benefit shall be granted in one of the following ways:

a) Either the employer shall manage the transportation from the most accessible or least expensive source in terms of transportation and directly assume the cost;

b) or it will pay the employee an allowance equivalent to the cost that would have been incurred in the first option.

7.02 An employee benefiting from the reimbursement of food transportation costs provided for in clause 7.01 shall be entitled, on March 1 of each year, to an additional benefit equal to sixty-six percent (66%) of the costs incurred to transport food the previous calendar year.

SECTION VIII VEHICLE MADE AVAILABLE TO THE EMPLOYEE

8.01 In all localities where private vehicles are prohibited, the local parties may agree on the terms and conditions for providing employees with vehicles.

SECTION IX HOUSING

9.01 The employer's obligations and practices concerning the supply of housing for the employee at the time or hiring shall be maintained only where they previously existed.

9.02 The rent charged to employees with housing in sectors V, IV and III and Fermont shall be maintained at the same level as on December 31, 1989.

9.03 At the union's request, the employer shall explain the reasons for assigning housing. Similarly, at the union's request, it shall inform the union of existing maintenance measures.

SECTION X RETENTION PREMIUM

An employee who works in Sept-Îles (including Clarke City) or Port-Cartier shall receive a retention premium equivalent to eight percent (8%) of their annual salary.

SECTION XI PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS

The employer agrees to extend, for each employee who benefited from such agreements on December 31, 1989, the agreements concerning trips for employees hired less than fifty kilometres (50 km) away from Schefferville or Fermont.

APPENDIX N

SPECIAL CONDITIONS FOR EMPLOYEES HOLDING A FULL-TIME POSITION AND WORKING A STABLE NIGHT SHIFT

These provisions shall apply to employees who, on the date this collective agreement was signed, held a full-time position on a stable night shift and had one (1) three (3)-day weekend off every two (2) weeks.

1.01 An employee who has one (1) three (3)-day weekend off every two (2) weeks shall continue to benefit from this additional paid day off.

1.02 However, on any leave during which the employee receives compensation, a benefit or an indemnity, the salary[1] or, if applicable, the salary[1] used to calculate such benefit or indemnity shall be reduced during the leave by the percentage of the night shift premium that would have been applicable under paragraph 2 of clause 9.06 of the collective agreement.

The preceding paragraph does not apply during the following absences:

a) Statutory holidays;

b) Annual vacation;

c) Maternity leave, paternity leave and leave for adoption;

d) Leave for disability as of the eighth (8th) working day;

e) Leave for a work accident recognized as such under the Act respecting industrial accidents and occupational diseases.

1.03 When the conversion of the night shift premium into time off exceeds twenty-four (24) days, the employee shall receive, no later than December 15 of each year, an amount equivalent to the number of unused days in excess of twenty-four (24) days calculated as follows:

$$\text{Number of days exceeding 24} \times \left(\frac{\text{Number of days worked during the reference year}}{} \right)$$

For the first (1st) year, this amount shall be reduced based on the number of days between the effective date of this collective agreement and November 30, 2024, divided by 365 days.

1. Salary: The employee's base salary plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H.

2. When an employee has more than twenty (20) days of annual vacation, the number two hundred four (204) shall be reduced by the number of days exceeding twenty (20).

In the case of departure or change in status or shift, the amounts due, if applicable, shall be calculated using the formula provided for above, taking into account the number of days worked between December 1 and the date of departure or the change in status or shift, as the case may be.

1.04 An employee covered by this appendix may resume a full work schedule in accordance with terms and conditions to be agreed upon by the employer, the union and the employee.

1.05 An employee who benefits from paid leave under this appendix shall retain their status of full-time employee.

1.06 An employee covered by this appendix shall not benefit from the night shift premium provided for in paragraph 2 of clause 9.06, unless they work overtime on the night shift.

APPENDIX O

SPECIAL CONDITIONS FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND EVALUATION OF REPORTS

ARTICLE 1 SCOPE

This appendix is intended for employees assigned to the supervision or rehabilitation of youth placed in closed custody under the Youth Criminal Justice Act (SC 2002, c. 1) or in intensive supervision units, as well as for psychosocial workers whose work includes a regular and substantial component involving the evaluation of reports received under the Youth Protection Act (CQLR, c. P-34.1).

Employees covered by the appendix on the special premium for employees working in secure reception centres in the 1995-1998 collective agreement for rehabilitation centres and who still carry out the same duties are covered by this appendix.

ARTICLE 2 FLOATING DAYS OFF

2.01 As of the date this collective agreement is signed, on July 1 of each year, full-time employees shall be entitled, for each month worked, to one half (½) day off up to a maximum of five (5) days a year.

2.02 An employee who leaves the assignment that affords them these days off shall be paid for all days accumulated and not used, at the rate they would have received had they taken them at the time.

2.03 A part-time employee shall not be entitled to these floating days off but shall receive monetary compensation on each pay equal to 2.2% applicable to:

- the salary, premiums[1] and additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H;
- the salary they would have received had they not been on unpaid sick leave while assigned to their position or an assignment;
- the base salary on which maternity, paternity, adoption and preventive withdrawal benefits are based. However, the amount calculated during preventive withdrawal shall not be paid on each pay, but accumulated and paid with the employee's vacation pay.

1. Weekend, evening shift, night shift and swing shift premiums are not taken into account.

ARTICLE 3 ESTABLISHMENTS COVERED

3.01 For closed custody, the following provisions apply to establishments covered by the law. The establishments covered are as follows:

Centre intégré de santé et des services sociaux de Chaudière-Appalaches (12)	Site Campus de Lévis: Unité Le Boisé

3.02 The provisions apply to employees working in child and youth protection centres who evaluate reports, as well as those working in rehabilitation centres for youth with adjustment problems in intensive supervision units covered by this appendix.

APPENDIX P

SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN A SPECIAL UNIT OF A LONG-TERM CARE FACILITY (CHSLD)

ARTICLE 1 SCOPE

This appendix applies to CHSLDs recognized by the Ministère de la Santé et des Services sociaux (MSSS) as offering care to users admitted to a special unit.

ARTICLE 2 FLOATING DAYS OFF

2.01 Full-time employees who work in a special unit of an establishment listed in Article 3 shall be entitled, on July 1 of each year, for each month worked, to one half (½) day off up to a maximum of five (5) days a year.

2.02 An employee who leaves their assignment in a special unit shall be paid for all unused days off so acquired based on the benefit they would receive if they took them at that time.

2.03 Part-time employees working in a special unit shall not be entitled to these floating days off but shall receive monetary compensation equal to 2.2% applicable to:

- the salary, supplements, premiums[1] and additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H, paid on each pay;
- the salary the employee would have received had they not been on unpaid sick leave while assigned to their position or an assignment, paid on each pay;
- the base salary on which maternity, paternity, adoption and preventive withdrawal benefits are based. However, the amount calculated during preventive withdrawal shall not be paid on each pay, but accumulated and paid with the employee's vacation pay.

ARTICLE 3 ESTABLISHMENTS COVERED

The following establishments are covered by the provisions of this appendix:

CHAUDIÈRE-APPALACHES (12)

Centre intégré de santé et de services sociaux de Chaudière-Appalaches:
- Centre Paul-Gilbert - Centre d'hébergement de Charny;
- CHSLD Saint-Alexandre.

1. Weekend, evening shift, night shift and swing shift premiums are not taken into account.

ANNEXE Q

SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN A PRIVATE ESTABLISHMENT WITH AN AGREEMENT

ARTICLE 1 SCOPE

The provisions of this collective agreement apply to employees working in a private establishment with an agreement insofar as they are not otherwise modified by this appendix.

ARTICLE 2 CONTRACT FOR SERVICES

Article 2 of this appendix replaces Article 29 of the collective agreement.

In the case of a contract between the employer and a third party that directly or indirectly takes away some or all of the tasks performed by employees covered by the bargaining certificate, the employer shall be obligated toward the union and its employees as follows:

1. The employer shall notify the third party of the existence of the bargaining certificate, the collective agreement and their content.
2. There shall be no layoffs or dismissals as a direct or indirect result of such contract.
3. All changes to the working conditions of an employee affected by the contract shall comply with the provisions concerning layoffs in this collective agreement.

In the case of work done by employees in the housekeeping, food (kitchen and cafeteria) and nursing services, contracts for services awarded or renewed by the employer shall stipulate that the salary rate and fringe benefits of a subcontractor's employees working at the establishment shall be broadly comparable to the market rate in the hospital sector for the same job titles.

The salary rates and fringe benefits for subcontractors' employees whose salary rates and fringe benefits are established by collective agreement are considered to be broadly comparable.

ARTICLE 3 PREMIUM

Article 9 of the collective agreement is amended by the addition of the following provision: An employee who has taken an orientation course on dealing with users and passed their examination shall receive a weekly premium of:

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
10.93	11.24	11.53	11.82	12.23

ARTICLE 4 CERTIFICATION AND SCOPE

The last paragraph of clause 4.09 (Dismissal in arbitration) of the collective agreement does not apply.

APPENDIX R

SPECIAL CONDITIONS FOR EMPLOYEES IN NURSING AND CARDIORESPIRATORY CARE

Article 1 Scope

1.01 The provisions of this appendix apply to employees in the nursing and cardiorespiratory personnel category, with the exception of employees in the following job titles: nursing extern, respiratory therapy extern, candidate to the nursing profession and candidate to the occupation of licensed practical nurse.

However, these provisions do not apply to employees in establishments where the local parties have agreed, in an arrangement, to not take part in the certification process.

This arrangement shall cover only job title groupings including twenty (20) or fewer full-time equivalent (FTE) employees. The groups are as follows:

- Nursing job titles;
- Licensed practical nurse job titles;
- Respiratory therapist job titles;
- Clinical perfusionists.

An arrangement aimed at not taking part in the certification process concluded under the 2006-2010 collective agreement shall continue to apply provided that the above-mentioned job title groupings still include twenty (20) or fewer FTE employees. If the number of employees grows to more than twenty (20) in one of the job title groupings, the arrangement shall be null and void.

1.02 An employee who meets one of the criteria below may be exempted from the provisions of this appendix:

- Holds a position meeting the terms of this appendix in another health and social services establishment;
- Holds a teaching load in a recognized educational institution;
- Is fifty-five (55) years old or older;
- Is registered full-time in courses given in a recognized educational institution in the same discipline or a discipline related to the one mentioned in their job title.

ARTICLE 2 Part-time employees

2.01 This clause replaces the third (3rd) paragraph of clause 1.01 of the collective agreement:

The term “part-time employee” means any employee who works fewer hours than provided for in their job title. However, part-time employees, with the exclusion of nursing or respiratory therapist externs and candidates to the nursing profession, hold a position that involves at least fourteen (14) work shifts every twenty-eight (28) days.[1] A part-time employee who, under exceptional circumstances, works the total number of hours set for their position shall retain the status of part-time employee.

Article 3 Special measures

3.01 An employee covered by a special measure provided for in Article 14 of the collective agreement who refuses to choose a position by bumping or otherwise or who refuses a transfer shall be deemed to have resigned.

3.02 An employee covered by a special measure provided for in Article 14 who was unable to obtain a position by transfer or bumping shall be laid off and registered with the provincial labour service (SNMO); the employee shall then benefit from the provisions concerning preferential employment (clause 15.02) or employment security (clause 15.03).

Article 4 Employment security

4.01 This clause replaces the first (1st) paragraph of clause 15.02 of the collective agreement.

An employee with less than two (2) years of seniority who is laid off shall benefit from preferential employment in the health and social services sector. The employee’s name shall be registered on the SNMO list, and the replacement shall be assigned according to the procedure set out in Article 15 of this agreement.

4.02 This clause replaces the provisions concerning available positions set out in clause 15.05 of the collective agreement.

For the purposes of applying this article, a full-time or part-time position shall be deemed to be available when, according to the provisions regarding voluntary transfers, no one has applied for it, when the employees who applied for it do not meet the normal requirements of the job, or when the position should be awarded, under the provisions respecting voluntary transfers, to a part-time employee with less seniority than an employee covered by clause 15.03 registered with the SNMO.

1. The employer shall have six (6) months following the effective date of the collective agreement to increase the hours of part-time employees from a minimum of eight (8) shifts every twenty-eight (28) days to a minimum of fourteen (14) shifts every twenty-eight (28) days as provided for in Section III of Letter of Agreement no. 48.

No establishment may assign a part-time employee with less seniority than an employee covered by clause 15.03 who is registered with the SNMO or hire an applicant from outside for an available full-time or part-time position as long as employees covered by clause 15.03 and registered with the SNMO meet the normal requirements of the job for that position.

4.03 An employee with employment security who refuses the offer of a position or who refuses retraining without a valid reason shall be deemed to have resigned.

Article 5 Leave without pay to work in a northern establishment

5.01 An employee covered by paragraph g) of clause 18.06 who refuses to use the bumping and/or layoff procedure when they can shall be deemed to have resigned.

Article 6 Parental rights

6.01 The last paragraph of clause 22.18 and the last two (2) paragraphs of clauses 22.29A and 25.10 do not apply to employees covered by this appendix.

APPENDIX S

SPECIAL CONDITIONS FOR MEDICAL TECHNOLOGY EXTERNS

ARTICLE 1 SCOPE

The provisions of the collective agreement, with the exception of Article 18, apply insofar as they are not otherwise modified by this appendix to medical technology externs for the duration of their employment, as provided for in the regulations.

ARTICLE 2 PROBATION PERIOD

Medical technology externs who, after their externship, are rehired or integrated into a medical technologist job title shall be subject to a new probation period.

ARTICLE 3 SENIORITY

Notwithstanding the provisions set out in the second (2nd) paragraph of clause 12.10 of the collective agreement, an employee shall have their seniority accumulated as medical technology externs recognized if, within six (6) months after finishing their studies, they are hired in the same establishment as a medical technologist.

ARTICLE 4 LIFE, HEALTH AND SALARY INSURANCE PLAN

An employee who does not take part in the life, health and salary insurance plan shall receive the same fringe benefits as a part-time employee not covered by the plan.

APPENDIX T

SPECIAL CONDITIONS FOR NURSING AND RESPIRATORY THERAPY EXTERNS

ARTICLE 1 SCOPE

The provisions of the collective agreement, with the exception of Article 18, apply insofar as they are not otherwise modified by this appendix to nursing and respiratory therapy externs for the duration of their employment, as provided for in the regulations.

ARTICLE 2 PROBATION PERIOD

A nursing or respiratory therapy extern who, after their externship, is rehired or integrated into the job title of candidate to the nursing profession or respiratory therapist shall be subject to a new probation period.

ARTICLE 3 SENIORITY

Notwithstanding the provisions of the second (2nd) paragraph of clause 12.10 of the collective agreement, an employee shall have their seniority accumulated as a nursing or respiratory therapy extern recognized if, within six (6) months after finishing their studies, they are hired in the same establishment as a candidate to the nursing profession or respiratory therapist.

ARTICLE 4 LIFE, HEALTH AND SALARY INSURANCE PLAN

An employee who does not take part in the life, health and salary insurance plan shall receive the same fringe benefits as a part-time employee not covered by the plan.

APPENDIX U

ATYPICAL WORKING HOURS

The employee and employer may, by arrangement, implement atypical working hours involving more hours than a regular workday, up to a maximum of sixteen (16) hours. Such an arrangement shall be for at least one (1) year and shall be renewable.

If the arrangement involves a regular workday of more than twelve (12) hours, the employer shall notify the union.

An employee with atypical working hours cannot, in any case, be granted benefits in excess of those given to employees with a regular schedule.

If it is impossible to grant all willing employees access to atypical working hours, the employer shall implement the arrangement based on seniority.

Terms and conditions

The following provisions are designed to adapt the corresponding provincial provisions of the collective agreement:

1. Statutory holidays

On July 1 of each year, statutory holidays shall be converted into hours as follows:

$$\left(\frac{\text{Number of hours in a normal work week for a full-time position}}{\text{5 days}}\right) \times \text{13 statutory holidays}$$

If an employee is granted atypical working hours after July 1, the number of hours obtained using the above formula shall be reduced by the number of hours equivalent to the statutory holidays taken since that date.

In the case of leave during which statutory holidays are not accumulated, the number of hours determined based on the formula shall be reduced by the number of hours equivalent to one (1) regular workday multiplied by the number of statutory holidays occurring during the leave.

When the employee takes the statutory holiday, they shall be compensated based on the number of hours associated with the workday in the atypical schedule, and the number of hours determined using the formula shall be reduced by the number of hours so compensated.

When the statutory holiday coincides with sick leave of no more than twelve (12) months, the employee shall be compensated according to the provisions of clause 20.04, and the number of hours determined using the formula shall be reduced by the number of hours equivalent to one (1) regular workday.

For full-time employees, the employer shall retain a sufficient number of hours for compensation of Québec's National Holiday.

2. Other leave

The days of leave listed below shall be converted into hours as follows:

$$\left(\frac{\text{Number of hours in a normal work week for a full-time position}}{\text{5 days}}\right) \times \left(\text{Number of days of leave provided for in the collective agreement} - \text{Number of days of leave already taken}\right)$$

The leaves in question are:

- annual vacation;
- floating days off;
- accumulated sick days;
- certain leaves associated with parental rights:
  - special leave (clause 22.20);
  - paternity leave (clause 22.21);
  - leave for adoption (clause 22.22).

When the employee takes the leave, they shall be compensated based on the number of hours associated with the workday in the atypical schedule, and the number of hours determined using the formula shall be reduced by the number of hours so compensated.

3. Union leave

When the number of hours of union leave exceeds the number of hours in the regular work week for a full-time position divided by five (5) days, the bank of union leave shall be reduced by the equivalent number of days as follows:

$$\text{Number of hours of union leave during the day in the atypical schedule} \div \left(\frac{\text{Number of hours in a normal work week for a full-time position}}{\text{5 days}}\right)$$

4. Salary insurance

The wait time shall be equivalent to the number of hours in the regular work week multiplied by seven (7), divided by five (5).

5. Premiums payable for a shift

Premiums payable for a shift shall be converted into hourly premiums by dividing them by the number of hours in the regular work week for a full-time position divided by five (5) days.

6. Weekly premiums and supplements

Weekly premiums and supplements shall be converted into hourly premiums and supplements by dividing them by the number of hours in the regular work week for a full-time position.

7. Breaks

When an employee's work schedule involves a workday of between eight (8) and sixteen (16) hours, inclusive, the employee shall be entitled to a proportional number of minutes of break time based on the calculation that they are entitled to thirty (30) minutes of break time for each eight (8)-hour day. These minutes shall be divided into at least two (2) breaks.

8. Overtime

For the purposes of qualifying for overtime, the regular workday for a full-time or part-time employee or an employee replacing such an employee shall be as set out in the new schedule. The regular work week of a full-time or part-time employee or an employee replacing such an employee for the entire schedule shall be set out in the new schedule. In the case of an employee who replaces another employee on two (2) types of schedules, a regular and an atypical schedule, the regular work week shall be as set out in the job title associated with the regular schedule.

If the employee works overtime, they cannot work more than sixteen (16) consecutive hours.

9. Accumulation of experience for part-time employees

When an employee works a number of hours different from the number provided for in their job title in one (1) regular workday, the employee's experience shall be calculated for a day in an atypical schedule with respect to the number of hours in the regular workday. However, an employee cannot accumulate more than one (1) year of experience per calendar year.

10. Payment of hours not taken

An employee who has not taken all of their hours of leave converted under this appendix shall, within one (1) month following the end of the period provided for in the collective agreement for taking the leave in question, receive payment for hours not taken that do not amount to one (1) full day off work with pay.

11. Termination of agreement

The employer or employee may terminate the atypical schedule with sixty (60) days' prior notice.

Notwithstanding the above paragraph, the employer and employee may terminate the atypical schedule at any time upon agreement.

APPENDIX V

MEALS PROVIDED FOR EMPLOYEES IN CERTAIN JOB TITLES

A meal shall be offered free of charge to an employee in one of the job titles below who is required, in the performance of their duties, to take meals with users:

- Educator (2691);
- Recreation technician (2696);
- Specialized education technician (2686);
- Pacification and safety intervention specialist (3547);
- Pacification and safety intervention specialist team leader (3557).

APPENDIX W

SPECIAL CONDITIONS FOR CERTAIN EMPLOYEES IN THE HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS CATEGORY SUBJECT TO THE TENURE PROCESS

CONSIDERING the parties' desire to reduce job precarity and ensure greater stability in positions for personnel working in health and social services establishments;

CONSIDERING the parties' desire to maximize the contribution of personnel working in health and social services establishments;

CONSIDERING the parties' desire to foster the use of the services of employees in order to reduce the use of independent labour and overtime;

CONSIDERING the parties' desire to provide the population with accessible, ongoing, safe and quality care and services;

CONSIDERING the need to maintain the attractiveness of positions;

CONSIDERING that the employer's objective is still to implement a structure that fosters full-time positions.

ARTICLE 1 SCOPE

The provisions of this appendix apply to employees in the health and social services technicians and professionals category in the following job titles:

- Human relations officer (1553);
- Educator (2691);
- Psychoeducator (1652);
- Psychologist (1546);
- Specialized education technician (2686);
- Job titles in laboratories;
- Job titles in electrophysiology;
- Job titles in medical imaging (radiology, nuclear medicine and radiation oncology);
- Professional social worker (1550).

The provisions of this article also apply to employees working with users in youth centres.[1]

These provisions do not cover job titles with twenty (20) or fewer FTE employees in the same bargaining unit.

An employee who meets one of the following criteria may opt out of the certification process:

- Is registered full-time in courses given in a recognized educational institution in the same discipline or a discipline related to the one mentioned in their job title;
- Holds a position involving work on Saturdays and Sundays only;
- Holds a position in another health and social services establishment;
- Holds a teaching load in a recognized educational institution;
- Is fifty-five (55) years old or older.

ARTICLE 2 PART-TIME EMPLOYEES

2.01 This clause replaces the third (3rd) paragraph of clause 1.01 of the collective agreement:

The term “part-time employee” means any employee who works fewer hours than provided for in their job title. However, part-time employees hold positions involving at least twelve (12) shifts every twenty-eight (28) days. A part-time employee who, under exceptional circumstances, works the total number of hours set for their position shall retain the status of part-time employee.

1 Including the Direction de la protection de la jeunesse (DPJ), but excluding the following services and departments: legal department, search and reunion service, family mediation and the university teaching network.

APPENDIX X

SALARY STRUCTURE, RATES AND SCALES IN THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICE CENTRES, SCHOOL BOARDS AND COLLEGES

Salary rates and scales on April 1, 2023

	Step																			
Ranking	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Ranking	Single rate
1	22.24																		1	22.24
2	22.55																		2	22.55
3	22.67	22.79	22.89																3	22.88
4	22.83	23.04	23.21	23.38															4	23.35
5	23.03	23.34	23.67	24.01															5	23.95
6	23.20	23.59	23.96	24.35	24.75														6	24.63
7	23.51	24.01	24.52	25.03	25.58														7	25.42
8	23.70	24.23	24.79	25.33	25.91	26.50													8	26.24
9	23.89	24.45	25.06	25.66	26.27	26.91	27.56												9	27.16
10	24.18	24.76	25.41	26.03	26.68	27.34	27.99	28.73											10	28.16
11	24.51	25.12	25.77	26.45	27.11	27.80	28.49	29.26	30.01										11	29.24
12	24.89	25.62	26.37	27.17	27.95	28.82	29.46	30.11	30.78	31.16									12	30.27
13	25.25	26.01	26.79	27.59	28.41	29.25	30.13	30.81	31.55	31.93	32.67								13	31.49
14	25.66	26.44	27.22	28.03	28.89	29.72	30.63	31.56	32.28	32.72	33.50	34.26							14	32.74
15	25.82	26.71	27.63	28.54	29.52	30.50	31.56	32.61	33.50	34.09	35.03	35.99							15	34.16
16	26.27	27.23	28.27	29.30	30.37	31.50	32.66	33.87	34.91	35.61	36.70	37.81							16	
17	26.73	27.80	28.91	30.07	31.25	32.51	33.82	35.15	36.34	37.18	38.43	39.74							17	
18	26.91	28.08	29.34	30.63	31.98	33.38	34.86	36.38	37.75	38.79	40.24	41.76							18	
19	27.36	28.17	29.03	29.91	30.81	31.75	32.71	33.70	34.70	35.43	36.47	37.60	38.73	39.71	40.69	41.74	42.80	43.87	19	
20	27.79	28.70	29.62	30.57	31.57	32.56	33.62	34.70	35.83	36.61	37.81	39.02	40.30	41.40	42.53	43.69	44.87	46.10	20	
21	28.26	29.19	30.21	31.24	32.32	33.42	34.57	35.76	36.98	37.87	39.18	40.51	41.92	43.14	44.41	45.72	47.05	48.44	21	
22	28.70	29.71	30.80	31.92	33.08	34.30	35.53	36.81	38.17	39.16	40.58	42.07	43.60	44.95	46.36	47.82	49.32	50.86	22	
23	29.11	30.22	31.37	32.60	33.86	35.14	36.50	37.88	39.35	40.46	42.01	43.64	45.30	46.83	48.40	50.01	51.70	53.41	23	
24	30.03	31.22	32.45	33.73	35.06	36.43	37.87	39.37	40.92	42.12	43.77	45.52	47.29	48.94	50.64	52.37	54.16	56.05	24	
25	30.45	31.73	33.04	34.42	35.84	37.33	38.86	40.50	42.18	43.48	45.29	47.17	49.14	50.92	52.79	54.72	56.71	58.80	25	
26	31.13	32.47	33.88	35.32	36.84	38.45	40.09	41.83	43.62	45.06	46.99	49.01	51.12	53.06	55.09	57.20	59.37	61.63	26	
27	31.81	33.24	34.68	36.26	37.86	39.56	41.35	43.18	45.09	46.64	48.72	50.88	53.16	55.27	57.46	59.74	62.12	64.56	27	
28	32.21	33.73	35.29	36.92	38.65	40.46	42.36	44.32	46.40	48.06	50.32	52.67	55.14	57.43	59.82	62.31	64.90	67.63	28	

Notes:

1. The salary rates take into account the increase in the general salary increase parameter provided for in clause 7.27A.
2. Single rates are calculated based on a 33-year career.
3. Steps for rankings 1 through 18 are annual steps.
4. As of ranking 19, steps 1 through 8 are twice yearly, and steps 9 through 18 are annual.

Salary rates and scales on April 1, 2024

	Step																			
Ranking	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Ranking	Single rate
1	22.86																		1	22.86
2	23.18																		2	23.18
3	23.30	23.43	23.53																3	23.52
4	23.47	23.69	23.86	24.03															4	24.00
5	23.67	23.99	24.33	24.68															5	24.62
6	23.85	24.25	24.63	25.03	25.44														6	25.32
7	24.17	24.68	25.21	25.73	26.30														7	26.14
8	24.36	24.91	25.48	26.04	26.64	27.24													8	26.97
9	24.56	25.13	25.76	26.38	27.01	27.66	28.33												9	27.92
10	24.86	25.45	26.12	26.76	27.43	28.11	28.77	29.53											10	28.95
11	25.20	25.82	26.49	27.19	27.87	28.58	29.29	30.08	30.85										11	30.05
12	25.59	26.34	27.11	27.93	28.73	29.63	30.28	30.95	31.64	32.03									12	31.12
13	25.96	26.74	27.54	28.36	29.21	30.07	30.97	31.67	32.43	32.82	33.58								13	32.37
14	26.38	27.18	27.98	28.81	29.70	30.55	31.49	32.44	33.18	33.64	34.44	35.22							14	33.66
15	26.54	27.46	28.40	29.34	30.35	31.35	32.44	33.52	34.44	35.04	36.01	37.00							15	35.12
16	27.01	27.99	29.06	30.12	31.22	32.38	33.57	34.82	35.89	36.61	37.73	38.87							16	
17	27.48	28.58	29.72	30.91	32.13	33.42	34.77	36.13	37.36	38.22	39.51	40.85							17	
18	27.66	28.87	30.16	31.49	32.88	34.31	35.84	37.40	38.81	39.88	41.37	42.93							18	
19	28.13	28.96	29.84	30.75	31.67	32.64	33.63	34.64	35.67	36.42	37.49	38.65	39.81	40.82	41.83	42.91	44.00	45.10	19	
20	28.57	29.50	30.45	31.43	32.45	33.47	34.56	35.67	36.83	37.64	38.87	40.11	41.43	42.56	43.72	44.91	46.13	47.39	20	
21	29.05	30.01	31.06	32.11	33.22	34.36	35.54	36.76	38.02	38.93	40.28	41.64	43.09	44.35	45.65	47.00	48.37	49.80	21	
22	29.50	30.54	31.66	32.81	34.01	35.26	36.52	37.84	39.24	40.26	41.72	43.25	44.82	46.21	47.66	49.16	50.70	52.28	22	
23	29.93	31.07	32.25	33.51	34.81	36.12	37.52	38.94	40.45	41.59	43.19	44.86	46.57	48.14	49.76	51.41	53.15	54.91	23	
24	30.87	32.09	33.36	34.67	36.04	37.45	38.93	40.47	42.07	43.30	45.00	46.79	48.61	50.31	52.06	53.84	55.68	57.62	24	
25	31.30	32.62	33.97	35.38	36.84	38.38	39.95	41.63	43.36	44.70	46.56	48.49	50.52	52.35	54.27	56.25	58.30	60.45	25	
26	32.00	33.38	34.83	36.31	37.87	39.53	41.21	43.00	44.84	46.32	48.31	50.38	52.55	54.55	56.63	58.80	61.03	63.36	26	
27	32.70	34.17	35.65	37.28	38.92	40.67	42.51	44.39	46.35	47.95	50.08	52.30	54.65	56.82	59.07	61.41	63.86	66.37	27	
28	33.11	34.67	36.28	37.95	39.73	41.59	43.55	45.56	47.70	49.41	51.73	54.14	56.68	59.04	61.49	64.05	66.72	69.52	28	

Notes:

1. The salary rates take into account the increase in the general salary increase parameter provided for in clause 7.27B.
2. Single rates are calculated based on a 33-year career.
3. Steps for rankings 1 through 18 are annual steps.
4. As of ranking 19, steps 1 through 8 are twice yearly, and steps 9 through 18 are annual.

Salary rates and scales on April 1, 2025

	Step																			
Ranking	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Ranking	Single rate
1	23.45																		1	23.45
2	23.78																		2	23.78
3	23.91	24.04	24.14																3	24.13
4	24.08	24.31	24.48	24.65															4	24.62
5	24.29	24.61	24.96	25.32															5	25.26
6	24.47	24.88	25.27	25.68	26.10														6	25.98
7	24.80	25.32	25.87	26.40	26.98														7	26.81
8	24.99	25.56	26.14	26.72	27.33	27.95													8	27.68
9	25.20	25.78	26.43	27.07	27.71	28.38	29.07												9	28.65
10	25.51	26.11	26.80	27.46	28.14	28.84	29.52	30.30											10	29.70
11	25.86	26.49	27.18	27.90	28.59	29.32	30.05	30.86	31.65										11	30.83
12	26.26	27.02	27.81	28.66	29.48	30.40	31.07	31.75	32.46	32.86									12	31.93
13	26.63	27.44	28.26	29.10	29.97	30.85	31.78	32.49	33.27	33.67	34.45								13	33.21
14	27.07	27.89	28.71	29.56	30.47	31.34	32.31	33.28	34.04	34.51	35.34	36.14							14	34.53
15	27.23	28.17	29.14	30.10	31.14	32.17	33.28	34.39	35.34	35.95	36.95	37.96							15	36.03
16	27.71	28.72	29.82	30.90	32.03	33.22	34.44	35.73	36.82	37.56	38.71	39.88							16	
17	28.19	29.32	30.49	31.71	32.97	34.29	35.67	37.07	38.33	39.21	40.54	41.91							17	
18	28.38	29.62	30.94	32.31	33.73	35.20	36.77	38.37	39.82	40.92	42.45	44.05							18	
19	28.86	29.71	30.62	31.55	32.49	33.49	34.50	35.54	36.60	37.37	38.46	39.65	40.85	41.88	42.92	44.03	45.14	46.27	19	
20	29.31	30.27	31.24	32.25	33.29	34.34	35.46	36.60	37.79	38.62	39.88	41.15	42.51	43.67	44.86	46.08	47.33	48.62	20	
21	29.81	30.79	31.87	32.94	34.08	35.25	36.46	37.72	39.01	39.94	41.33	42.72	44.21	45.50	46.84	48.22	49.63	51.09	21	
22	30.27	31.33	32.48	33.66	34.89	36.18	37.47	38.82	40.26	41.31	42.80	44.37	45.99	47.41	48.90	50.44	52.02	53.64	22	
23	30.71	31.88	33.09	34.38	35.72	37.06	38.50	39.95	41.50	42.67	44.31	46.03	47.78	49.39	51.05	52.75	54.53	56.34	23	
24	31.67	32.92	34.23	35.57	36.98	38.42	39.94	41.52	43.16	44.43	46.17	48.01	49.87	51.62	53.41	55.24	57.13	59.12	24	
25	32.11	33.47	34.85	36.30	37.80	39.38	40.99	42.71	44.49	45.86	47.77	49.75	51.83	53.71	55.68	57.71	59.82	62.02	25	
26	32.83	34.25	35.74	37.25	38.85	40.56	42.28	44.12	46.01	47.52	49.57	51.69	53.92	55.97	58.10	60.33	62.62	65.01	26	
27	33.55	35.06	36.58	38.25	39.93	41.73	43.62	45.54	47.56	49.20	51.38	53.66	56.07	58.30	60.61	63.01	65.52	68.10	27	
28	33.97	35.57	37.22	38.94	40.76	42.67	44.68	46.74	48.94	50.69	53.07	55.55	58.15	60.58	63.09	65.72	68.45	71.33	28	

Notes:

1. The salary rates take into account the increase in the general salary increase parameter provided for in clause 7.27C.
2. Single rates are calculated based on a 33-year career.
3. Steps for rankings 1 through 18 are annual steps.
4. As of ranking 19, steps 1 through 8 are twice yearly, and steps 9 through 18 are annual.

Salary rates and scales on April 1, 2026

	Step																			
Ranking	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Ranking	Single rate
1	24.04																		1	24.04
2	24.37																		2	24.37
3	24.51	24.64	24.74																3	24.73
4	24.68	24.92	25.09	25.27															4	25.24
5	24.90	25.23	25.58	25.95															5	25.89
6	25.08	25.50	25.90	26.32	26.75														6	26.62
7	25.42	25.95	26.52	27.06	27.65														7	27.48
8	25.61	26.20	26.79	27.39	28.01	28.65													8	28.37
9	25.83	26.42	27.09	27.75	28.40	29.09	29.80												9	29.37
10	26.15	26.76	27.47	28.15	28.84	29.56	30.26	31.06											10	30.45
11	26.51	27.15	27.86	28.60	29.30	30.05	30.80	31.63	32.44										11	31.60
12	26.92	27.70	28.51	29.38	30.22	31.16	31.85	32.54	33.27	33.68									12	32.72
13	27.30	28.13	28.97	29.83	30.72	31.62	32.57	33.30	34.10	34.51	35.31								13	34.04
14	27.75	28.59	29.43	30.30	31.23	32.12	33.12	34.11	34.89	35.37	36.22	37.04							14	35.39
15	27.91	28.87	29.87	30.85	31.92	32.97	34.11	35.25	36.22	36.85	37.87	38.91							15	36.93
16	28.40	29.44	30.57	31.67	32.83	34.05	35.30	36.62	37.74	38.50	39.68	40.88							16	
17	28.89	30.05	31.25	32.50	33.79	35.15	36.56	38.00	39.29	40.19	41.55	42.96							17	
18	29.09	30.36	31.71	33.12	34.57	36.08	37.69	39.33	40.82	41.94	43.51	45.15							18	
19	29.58	30.45	31.39	32.34	33.30	34.33	35.36	36.43	37.52	38.30	39.42	40.64	41.87	42.93	43.99	45.13	46.27	47.43	19	
20	30.04	31.03	32.02	33.06	34.12	35.20	36.35	37.52	38.73	39.59	40.88	42.18	43.57	44.76	45.98	47.23	48.51	49.84	20	
21	30.56	31.56	32.67	33.76	34.93	36.13	37.37	38.66	39.99	40.94	42.36	43.79	45.32	46.64	48.01	49.43	50.87	52.37	21	
22	31.03	32.11	33.29	34.50	35.76	37.08	38.41	39.79	41.27	42.34	43.87	45.48	47.14	48.60	50.12	51.70	53.32	54.98	22	
23	31.48	32.68	33.92	35.24	36.61	37.99	39.46	40.95	42.54	43.74	45.42	47.18	48.97	50.62	52.33	54.07	55.89	57.75	23	
24	32.46	33.74	35.09	36.46	37.90	39.38	40.94	42.56	44.24	45.54	47.32	49.21	51.12	52.91	54.75	56.62	58.56	60.60	24	
25	32.91	34.31	35.72	37.21	38.75	40.36	42.01	43.78	45.60	47.01	48.96	50.99	53.13	55.05	57.07	59.15	61.32	63.57	25	
26	33.65	35.11	36.63	38.18	39.82	41.57	43.34	45.22	47.16	48.71	50.81	52.98	55.27	57.37	59.55	61.84	64.19	66.64	26	
27	34.39	35.94	37.49	39.21	40.93	42.77	44.71	46.68	48.75	50.43	52.66	55.00	57.47	59.76	62.13	64.59	67.16	69.80	27	
28	34.82	36.46	38.15	39.91	41.78	43.74	45.80	47.91	50.16	51.96	54.40	56.94	59.60	62.09	64.67	67.36	70.16	73.11	28	

Notes:

1. The salary rates take into account the increase in the general salary increase parameter provided for in clause 7.27D. They do not take into account any salary adjustment resulting, if applicable, from the application of the adjustment clause provided for in clause 7.28.
2. Single rates are calculated based on a 33-year career.
3. Steps for rankings 1 through 18 are annual steps.
4. As of ranking 19, steps 1 through 8 are twice yearly, and steps 9 through 18 are annual.

Salary rates and scales on April 1, 2027

	Step																			
Ranking	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Ranking	Single rate
1	24.88																		1	24.88
2	25.22																		2	25.22
3	25.37	25.50	25.61																3	25.60
4	25.54	25.79	25.97	26.15															4	26.12
5	25.77	26.11	26.48	26.86															5	26.79
6	25.96	26.39	26.81	27.24	27.69														6	27.56
7	26.31	26.86	27.45	28.01	28.62														7	28.44
8	26.51	27.12	27.73	28.35	28.99	29.65													8	29.36
9	26.73	27.34	28.04	28.72	29.39	30.11	30.84												9	30.39
10	27.07	27.70	28.43	29.14	29.85	30.59	31.32	32.15											10	31.52
11	27.44	28.10	28.84	29.60	30.33	31.10	31.88	32.74	33.58										11	32.71
12	27.86	28.67	29.51	30.41	31.28	32.25	32.96	33.68	34.43	34.86									12	33.87
13	28.26	29.11	29.98	30.87	31.80	32.73	33.71	34.47	35.29	35.72	36.55								13	35.23
14	28.72	29.59	30.46	31.36	32.32	33.24	34.28	35.30	36.11	36.61	37.49	38.34							14	36.64
15	28.89	29.88	30.92	31.93	33.04	34.12	35.30	36.48	37.49	38.14	39.20	40.27							15	38.22
16	29.39	30.47	31.64	32.78	33.98	35.24	36.54	37.90	39.06	39.85	41.07	42.31							16	
17	29.90	31.10	32.34	33.64	34.97	36.38	37.84	39.33	40.67	41.60	43.00	44.46							17	
18	30.11	31.42	32.82	34.28	35.78	37.34	39.01	40.71	42.25	43.41	45.03	46.73							18	
19	30.62	31.52	32.49	33.47	34.47	35.53	36.60	37.71	38.83	39.64	40.80	42.06	43.34	44.43	45.53	46.71	47.89	49.09	19	
20	31.09	32.12	33.14	34.22	35.31	36.43	37.62	38.83	40.09	40.98	42.31	43.66	45.09	46.33	47.59	48.88	50.21	51.58	20	
21	31.63	32.66	33.81	34.94	36.15	37.39	38.68	40.01	41.39	42.37	43.84	45.32	46.91	48.27	49.69	51.16	52.65	54.20	21	
22	32.12	33.23	34.46	35.71	37.01	38.38	39.75	41.18	42.71	43.82	45.41	47.07	48.79	50.30	51.87	53.51	55.19	56.90	22	
23	32.58	33.82	35.11	36.47	37.89	39.32	40.84	42.38	44.03	45.27	47.01	48.83	50.68	52.39	54.16	55.96	57.85	59.77	23	
24	33.60	34.92	36.32	37.74	39.23	40.76	42.37	44.05	45.79	47.13	48.98	50.93	52.91	54.76	56.67	58.60	60.61	62.72	24	
25	34.06	35.51	36.97	38.51	40.11	41.77	43.48	45.31	47.20	48.66	50.67	52.77	54.99	56.98	59.07	61.22	63.47	65.79	25	
26	34.83	36.34	37.91	39.52	41.21	43.02	44.86	46.80	48.81	50.41	52.59	54.83	57.20	59.38	61.63	64.00	66.44	68.97	26	
27	35.59	37.20	38.80	40.58	42.36	44.27	46.27	48.31	50.46	52.20	54.50	56.93	59.48	61.85	64.30	66.85	69.51	72.24	27	
28	36.04	37.74	39.49	41.31	43.24	45.27	47.40	49.59	51.92	53.78	56.30	58.93	61.69	64.26	66.93	69.72	72.62	75.67	28	

Notes:

1. The salary rates take into account the increase in the general salary increase parameter provided for in clause 7.27E. They do not take into account any salary adjustment resulting, if applicable, from the application of the adjustment clause provided for in clause 7.28.
2. Single rates are calculated based on a 33-year career.
3. Steps for rankings 1 through 18 are annual steps.
4. As of ranking 19, steps 1 through 8 are twice yearly, and steps 9 through 18 are annual.

APPENDIX Y

JOB TITLE RANKINGS

JOB TITLE RANKINGS

Job title no.	Job title[1]	Ranking[2]	Single rate
5324	Buyer	11	
5313	Executive assistant	12	
5320	University teaching assistant	11	
5312	Administrative officer, Class 1 - administrative sector	10[3]	
5311	Administrative officer, Class 1 - clerical sector	10[3]	
5315	Administrative officer, Class 2 - administrative sector	8	
5314	Administrative officer, Class 2 - clerical sector	8	
5317	Administrative officer, Class 3 - administrative sector	7	
5316	Administrative officer, Class 3 - clerical sector	7	
5319	Administrative officer, Class 4 - administrative sector[4]	5	
5318	Administrative officer, Class 4 - clerical sector[4]	5	
1104	Procurement officer	20	
1533	Training officer	21	
1534	Hearing deficiencies training officer	22	
1101	Personnel officer	21	
1105	Finance officer	20	
1559	Behavioural officer	22	
1565	Planning, programming and research officer	22	
1553	Human relations officer	22	
1244	Information officer	20	
2688	Integration officer, Class 1	16	
2688	Integration officer, Class 2	16	
3545	Intervention officer[4]	8	
3555	Intervention officer team leader[4]	9	
3544	Medico-legal intervention officer[4]	8	
3554	Medico-legal intervention officer team leader [4]	9	
3543	Psychiatric intervention officer[4]	8	
3553	Psychiatric intervention officer team leader[4]	9	
1651	Educational techniques officer	20	
3244	Service aide	3	X
6414	General helper	3	X
6415	General helper in a northern establishment	6	X

Job title no.	Job title[1]	Ranking[2]	Single rate
2588	Social aide	14	
6299	Cook's helper	4	X
6387	Assistant stationary engineer	4	X
1123	Data processing analyst	21	
1124	Specialized data processing analyst	23	
2251	Medical records archivist	15	
2282	Medical records archivist team leader	17	
5187	Research assistant	9	
2203	Pathology assistant	15	
3462	Rehabilitation assistant	9	
3205	Laboratory or radiology technical assistant	5	
3201	Health care technical assistant	5	
3218	Dental technical assistant	6	
3212	Pharmacy technical assistant	6	
3215	Senior pharmacy technical assistant	9	
2234	Assistant head laboratory technician	18	
2242	Assistant head of archives	17	
2248	Assistant head respiratory therapist	20	
1236	Assistant head physiotherapist	25	
2240	Assistant head dietetics technician	16	
2236	Assistant head medical electrophysiology technician	17	
2219	Assistant head radiology technologist	19	
2489	Assistant head nurse or assistant to the immediate superior	21	
1254	Audiologist	23	
1204	Audiologist-speech therapist	23	
3588	Health and social services aide	9	X
3587	Health and social services aide team leader[5]	10	X
5289	Library auxiliary	7	
1114	Lawyer	-[6]-	
1200	Bacteriologist	22	
1206	Librarian	21	
1202	Biochemist	22	
6303	Butcher	7	X
3485	Stretcher bearer	4	
6320	Launderer	4	X
6312	Cafeteria cashier	3	X
6395	Pipe insulator	6	X
2290	Transfusion safety clinical officer	19	

Job title no.	Job title[1]	Ranking[2]	Single rate
2466	Quality assurance and emergency medical services training officer	17	
2247	Clinical teacher (respiratory therapy)	19	
1234	Clinical teacher (physiotherapy)	24	
2106	Production coordinator	10	
2291	Transfusion safety technical officer	19	
2699	Head of module	18	
6340	Hairdresser	5	X
5323	Unit supervising clerk (Institut Pinel)	8	
6336	Vehicle driver	6	X
6355	Heavy vehicle driver	6	X
1106	Institution counsellor	-[6]-	
1701	Vocational guidance counsellor	21	
1703	Work adaptability counsellor	20	
1115	Building consultant	24	
1543	Maladjusted children counsellor	22	
1538	Ethics counsellor	22	
1539	Genetic counsellor	23	
1121	Health promotion counsellor	20	
1913	Care counsellor nurse	23	
2246	Technical coordinator (inhalation therapy)	19	
2227	Technical coordinator (laboratory)	17	
2213	Technical coordinator (radiology)	18	
2276	Medical electrophysiology technical coordinator	16	
2277	Biomedical engineering technical coordinator	18	
6374	Shoemaker	4	X
6327	Tailor	4	X
1544	Criminologist	22	
6301	Cook	10	X
2271	Cytotechnologist	16	
6409	Draftsperson	7	
1219	Dietician-nutritionist	22	
6365	Cabinet maker	10	X
2691	Educator, Class 1	16	
2691	Educator, Class 2	16	
1228	Physical educator / kinesiologist	20	
6354	Electrician	10	X
6423	Electromechanics technician	11	
6370	Electronics technician	9	X

Job title no.	Job title[1]	Ranking[2]	Single rate
1230	Occupational therapist	23	
6369	Tinsmith	10	X
6438	Guard	4	
6349	Residence guard	6	X
1540	Genagogist	20	
2261	Dental hygienist	16	
1702	Occupational hygienist	20	
2253	Medical illustrator	12	
2471	Nurse	19	
2473	Nurse (Institut Pinel)	19	
3455	Licensed practical nurse	14	
3445	Licensed practical nurse team leader	15	
2459	Nurse team leader	20	
1911	Nurse clinician	22	
1907	Nurse clinician (Institut Pinel)	22	
1912	Nurse clinician assistant head nurse or nurse clinician assistant to the immediate superior	24	
1917	Clinical nurse specialist	24	
2491	Outpost/northern clinic nurse	22	
2462	Nurse educator	19	
1915	Specialty nurse practitioner[4]	28	
1916	Nurse surgical first assistant	24	
1205	Biomedical engineer	23	
2244	Respiratory therapist	18	
2232	Clinical instructor (laboratory)	17	
2214	Clinical instructor (radiology)	18	
3585	Industrial workshops instructor	8	X
3598	Handicrafts or occupational therapy instructor	8	
1552	Pastoral facilitator	20	
3547	Pacification and safety intervention specialist[5]	10	
3557	Pacification and safety intervention specialist team leader[5]	11	
6500	Pacification and safety intervention specialist (Institut Pinel)	10	
1660	Child care worker	20	
6363	Labourer	4	X
6353	Machinist (millwright)	11	X
5141	Storekeeper	7	
6356	Master electrician	12	X
6366	Refrigeration machinery master mechanic	11	X

Job title no.	Job title[1]	Ranking[2]	Single rate
6357	Master plumber	10	X
6380	Garage mechanic	9	X
6383	Stationary engineer, Class 2	10	X
6383	Stationary engineer, Class 3	9	X
6383	Stationary engineer, Class 4	9	X
6352	Refrigeration machinery mechanic	11	X
6360	Millwright	10	X
3262	Orthosis and/or prosthesis mechanic	10	
6364	Carpenter	9	X
3687	Education instructor	8	
3699	Recreation instructor	7	
6407	Cleaner	4	X
5119	Offset duplicator operator	6	
5108	Data processing operator, Class 1	8	
5111	Data processing operator, Class 2	5	
5130	Braille production system operator	5	
2363	Dispensing optician	14	
1551	Community organizer	22	
1656	Orthopedagogist	22	
1255	Speech therapist	23	
2259	Orthoptist	18	
6373	Maintenance worker	6	X
6388	General caretaker	9	X
6302	Baker/pastry cook	7	X
6362	Painter	6	X
2287	Clinical perfusionist	23	
2254	Medical photographer	12	
1233	Physiotherapist	23	
6368	Plasterer	5	X
6359	Plumber or pipe mechanic	10	X
6344	Porter	3	X
6341	Door attendant	1	X
6398	Laundry attendant	3	X
3259	Message centre attendant	3	
6262	Painting and maintenance attendant	6	X
3251	Reception attendant	5	
3245	Audiovisual attendant	3	
6335	Housekeeping attendant (light duty)	3	X

Job title no.	Job title[1]	Ranking[2]	Single rate
6334	Housekeeping attendant (heavy duty)	3	X
3685	Unit and/or pavilion attendant	6	X
3467	Therapeutic equipment attendant	7	
6386	Food service attendant	3	X
3204	Transport attendant	3	
6418	Physically handicapped beneficiaries transport attendant	5	X
6347	Elevator attendant	2	X
3203	Autopsy attendant	6	
3480	Personal support worker	9	X
3477	Personal support worker team leader	10	X
5117	Storeroom attendant	4	
3241	Animal attendant	4	
3505	Attendant in a northern establishment	9	X
3208	Ophthalmology attendant	6	
3247	Orthopedic attendant	7	
3223	Physiotherapy and/or occupational therapy attendant	7	
3481	Medical device reprocessing attendant	8	
3449	Operating room attendant	6	
3229	Senior orthopedic attendant	8	
6325	Presser	3	X
1652	Psychoeducator	22	
1546	Psychologist	24	
2273	Psychotechnician	13	
3461	Child nurse/baby nurse	12	
1658	Recreologist	20	
6382	Upholsterer	7	X
2694	Living unit or rehabilitation supervisor	18	
1570	Reviser	23	
5321	Legal secretary	9	
5322	Medical secretary	9	
6367	Locksmith	8	X
1572	Sexologist	22	
1573	Clinical sexologist	23	
1554	Sociologist	19	
2697	Sociotherapist (Institut Pinel)	17	
6361	Welder	10	X
1291	Clinical specialist in laboratory medicine	28	
1407	Clinical activities specialist	22	

Job title no.	Job title[1]	Ranking[2]	Single rate
1661	Audiovisual specialist	21	
1521	Care evaluation specialist	22	
1557	Orientation and mobility specialist	21	
1109	Administrative processes specialist	-[6]-	
1560	Specialist in rehabilitation for the visually impaired	21	
1207	Biological and health physics science specialist	23	
6422	Establishment guard	8	
3679	Lifeguard	6	X
2102	Contributions technician	14	
3224	Class “B” technician	9	
2360	Braille technician	12	
2224	Graduate medical laboratory technician	16	
2696	Recreation technician	13	
2101	Administrative technician	14	
6317	Food technician, Class 1	9	
6317	Food technician, Class 2	9	
2333	Graphic arts technician	12	
2258	Audiovisual technician	12	
2374	Building service technician	15	
2275	Communications technician	12	
2284	Clinical cytogenetics technician	16	
2257	Dietetics technician	14	
2356	Documentation technician	13	
2686	Specialized education technician	16	
2370	Industrial electricity technician	13	
2381	Electrodynamics technician	13	
2241	Electro-encephalopathy (EEG) technician	14	
2371	Electromechanic technician	13	
2369	Electronics technician	14	
2377	Mechanical fabrication technician	12	
2367	Biomedical engineering technician	15	
2285	Gerontology technician	13	
2280	Horticulture technician	13	
2702	Industrial hygiene technician	16	
2123	Computer technician	14	
2379	Instrumentation and control technician	14	
2362	Orthosis-prosthesis technician	15	
2228	Pharmacy technician	15	

Job title no.	Job title[1]	Ranking[2]	Rate unique
2270	Cardiorespiratory physiology technician	14	
2368	Prevention technician	13	
2584	Psychosocial research technician	13	
2586	Social work technician	16	
2112	Paralegal technician (3)	14	
2124	Specialized computer technician	16	
2278	Hemodynamics technologist	16	
2223	Medical technologist	16	
2286	Medical electrophysiology technician	15	
2208	Nuclear medicine imaging technologist	16	
2205	Radiodiagnostic imaging technologist	16	
2295	Physiotherapy technologist	16	
2262	Dental prosthesis and appliance technologist	14	
2222	Radiology technologist (information and digital imaging system)	17	
2207	Radiotherapy technologist	16	
2217	Specialized sonography technologist - independent practice	18	
2212	Specialized medical imaging technologist	17	
2218	Specialized radiotherapy technologist	17	
1258	Art therapist	22	
1241	Translator	19	
2375	Community worker	16	
3465	Neighbourhood or sector worker	9	
1550	Social worker	22	

Notes:
1. For the purposes of interpreting For the job titles, refer to the List of job titles.

2. The job title rankings in this appendix are those that existed on the date the collective agreement was signed, without any admission on the part of the union, except for those agreed upon by the parties. This appendix is not an admission as to the ratings, but only as to the rankings.
3. Ranking 11 shall be applicable no later than April 2, 2025, according to the terms and conditions agreed upon by the parties.
4. For the date of abolishment of a job title, refer to the List of job titles.
5. For the date of creation of a job title, refer to the List of job titles.
6. Ranking not defined.

APPENDIX Z

"TANDEM" JOBS IN HEALTH AND SOCIAL SERVICES

Job title #	Job title[1]	Job classification	Reference job title[2]	% adjustment
1914	Specialty nurse practitioner candidate	0	3-1915	97.5
2204	Candidate to the profession of radiodiagnostic imaging technician	1	3-2205	91.0
2206	Candidate to the profession of radiation oncology technologist	1	3-2207	91.0
2209	Candidate to the profession of sonography imaging technologist	1	3-2208	91.0
2216	Candidate to the profession of sonography imaging technologist	1	3-2217	91.0
2283	Candidate to the profession of medical electrophysiology technologist	1	3-2286	91.0
2485	Nurse on refresher period	1	3-2471	90.0
2490	Candidate to the nursing profession	1	3-2471	91.0
3456	Candidate to the licensed practical nurse profession	1	3-3455	91.0
3529	Licensed practical nurse on refresher period	1	3-3455	90.0
4001	Nursing extern	1	3-2471	80.0
4002	Respiratory therapy extern	1	3-2244	80.0
4003	Medical technology extern	1	3-2223	80.0
6375	Trade apprentice, Class 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
6375	Trade apprentice, Class 2	1		75.0
6375	Trade apprentice, Class 3	1		77.5
6375	Trade apprentice, Class 4	1		80.0

1. For the purposes of interpreting and applying this appendix, should there be differences in the name of a job title, the job title number shall prevail. For the job titles, refer to the List of job titles.

2. 2 – School service centres and school boards; 3 – Health and social services; 4 – Colleges.

APPENDIX AA

SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN A PENAL INSTITUTION

ARTICLE 1 SCOPE

The provisions of this appendix apply to employees working in a penal institution.

ARTICLE 2 FLOATING DAYS OFF

2.01 Full-time employees who work exclusively in a penal institution shall be entitled, on July 1 of each year, for each month worked, to one half (½) day off up to a maximum of five (5) days a year.

2.02 A full-time employee who is no longer covered by this article shall be paid for all floating days off so acquired and not used according to the benefit they would receive if they took them at that time.

2.03 Part-time employees not covered by clause 2.01 of this appendix shall not be entitled to these floating days off but shall receive monetary compensation on each pay equal to 2.2% applicable to:

- the salary, premiums[1] and additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H;
- the salary they would have received had they not been on unpaid sick leave while assigned to their position or an assignment;
- to the base salary on which maternity, paternity, adoption and preventive withdrawal benefits are based. However, the amount calculated during preventive withdrawal shall not be paid on each pay, but accumulated and paid with the employee's vacation pay.

1. Weekend, evening shift, night shift and swing shift premiums are not taken into account.

APPENDIX BB

REGARDING THE COMPRESSED WEEKEND SCHEDULE WITH ENHANCED PREMIUM

1. Scope

Employees in the nursing and cardiorespiratory care category working in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week can benefit from this schedule arrangement.

Employees in the paratechnical personnel and auxiliary services and trades personnel category assigned to the rehabilitation, care or supervision of users, and personnel in the health and sanitation sector working in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week can also benefit from this schedule arrangement.

If it is impossible to grant all willing employees access to a compressed weekend schedule with enhanced premium, the employer shall implement the schedule arrangement based on seniority.

The schedule arrangement shall last at least six (6) months, and shall be renewable.

Notwithstanding the preceding paragraph, an employee who is studying full-time or part-time can benefit from this schedule arrangement for a period of less than six (6) months. The duration shall be adapted to the requirements of the employee's program of study.

2. Terms and conditions

An employee may, upon agreement with the employer and depending on the needs of the service or department, benefit from a work schedule of five (5) twelve (12)-hour work shifts per period of fourteen (14) days only between the start of the evening shift on Friday and the end of the night shift on Monday and on rotation.

An employee benefiting from this schedule shall receive a premium equivalent to sixteen percent (16%) of their base salary, plus, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H for days worked on the weekend, in addition to the other applicable premiums provided for in the collective agreement.

On an annual basis, in order to meet the definition of full-time employee, the employee may ask to convert part of the evening shift, night shift or weekend premiums and the sixteen percent (16%) premium into time off after they have used ten (10) days of annual vacation, twelve (12) statutory holidays and three (3) sick days for personal reasons. The adjustment of annual vacation, statutory holidays and sick days for personal reasons shall be in proportion to the duration of the schedule arrangement. The employee may also work shifts at the regular rate instead of converting the premiums into time off.

3. Termination of arrangement

The employer or the employee concerned may terminate the schedule arrangement with sixty (60) days prior notice.

Notwithstanding the above paragraph, the employer and employee concerned may terminate the schedule arrangement at any time upon agreement.

PART III

LETTERS OF AGREEMENT

LETTER OF AGREEMENT NO. 1

REGARDING ADMINISTRATIVE OFFICERS, CLASS 2 – CLERICAL AND ADMINISTRATIVE SECTORS

ARTICLE 1 LUMP SUM AMOUNT

As of January 1, 2021, and until the day before the effective date of the collective agreement, employees covered by Article 3 of this letter of agreement shall benefit from a lump sum amount equivalent to two percent (2%) of the base salary on the scale for each hour paid[1] during this period.

This lump sum payment is not eligible for purposes of pension plan calculations and is not considered part of the employee's salary. Premiums paid as a percentage do not apply to this lump sum.

ARTICLE 2 SALARY INCREASE

As of the effective date of the collective agreement, employees covered by Article 3 of this letter of agreement shall receive a salary increase of 3.5%.

The percentage of the salary increase shall be reduced by any salary adjustment[2] or salary correction related to a regulation or a decision handed down by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) or another agency concerning pay equity complaints, up to a maximum of 3.5%.

Moreover, for the purpose of paying pay equity corrections, if applicable, the amounts paid for the salary increase shall be reduced from the amounts owing by the employer.

ARTICLE 3 JOB TITLES

The employee must hold one (1) or two (2) of the following job titles:

- Administrative officer, Class 2 – Clerical sector (5314);
- Administrative officer, Class 2 – Administrative sector (5315).

1. Hours paid while employees are receiving salary insurance, maternity, paternity, adoption or parental leave benefits, or benefits paid by the CNESST, IVAC, the SAAQ or the employer in the case of a work accident, if applicable, are also taken into account.

2. Including all salary adjustments arising from an arrangement made between the parties.

LETTER OF AGREEMENT NO. 2

REGARDING RETIRED EMPLOYEES WHO ARE REHIRED

The provisions of the collective agreement apply to retired employees who are rehired. These employees shall be considered part-time employees and shall be governed, for the duration of their employment, by the rules applicable to part-time employees.

However, they shall not take part in the life, health and salary insurance plan and shall receive the same fringe benefits as part-time employees not covered by the plan as provided for in paragraph 3 of clause 7.13 of the collective agreement.

LETTER OF AGREEMENT NO. 3

REGARDING LEAVE FOR FAMILY-WORK-STUDY BALANCE WITH SALARY AVERAGING

ARTICLE 1 DEFINITION

The leave for family-work-study balance with salary averaging plan is designed to allow employees to average their over a defined period in order to take the leave for family-work-study balance provided for in Article 4.

It is not intended to provide retirement benefits or to defer income tax. It is not a prescribed plan for the purposes of tax law.

The plan includes a period during which the employee contributes and a period of leave.

ARTICLE 2 DURATION OF THE PLAN

The duration of the plan is six (6) or twelve (12) months, unless it is extended upon application of paragraph g) of Article 7. The duration of the plan includes the period of leave.

ARTICLE 3 DURATION OF THE LEAVE

The duration of the leave is one (1) to eight (8) consecutive weeks, and cannot be broken down.

ARTICLE 4 ELIGIBILITY FOR THE FAMILY-WORK-STUDY BALANCE WITH SALARY AVERAGING PLAN

a) Family

An employee may apply for leave under the plan if they must be present for their child, spouse, spouse's child, father, mother, father's spouse, mother's spouse, brother, sister, grandfather or grandmother:

- because of a serious illness or accident;
- for the purposes of end-of-life care;
- as a result of that person's death outside the country;
- because of a severe handicap;
- because of another family situation agreed upon by the parties by local arrangement.

b) Study

An employee may request leave for family-work-study balance with salary averaging to:

- complete an internship in a health and social services establishment;
- complete academic studies and work related to a job title in the List of job titles, descriptions and salary rates and scales in the health and social services network.

The leave must be taken during the final weeks of the plan.

To apply for leave under the plan, the employee must also meet the eligibility criteria provided for in Article 5.

ARTICLE 5 ELIGIBILITY CRITERIA

To be eligible for the plan, the employee must meet the following conditions:

a) Hold a position;

b) Have completed one (1) year of service;

c) Make a written request, specifying:
   - the duration of their participation in the plan;
   - the duration of the leave;
   - the dates of the leave;
   - the reason as provided for in Article 4;

These terms and conditions must be agreed upon with the employer and set out in a written contract which also includes the provisions of this plan;

d) Provide a supporting document relating to one of the reasons provided for in Article 4;

e) Not be on disability leave, parental leave, leave without pay, leave with deferred salary, a flexible schedule plan or a four (4)-day week with reduction of hours when the contract takes effect.

ARTICLE 6 RETURN TO WORK

At the end of their leave, the employee may return to the position or assignment they held before they left if the assignment is still ongoing.

The employee cannot decide to unilaterally terminate their leave to return to their position or assignment. However, the parties may agree, by local arrangement, on the terms and conditions for an early return to work, in which case the provisions of paragraph l) of Article 7 shall apply.

In all cases, if the position the employee held at the time of their departure is no longer available, the employee shall take advantage of the provisions of the collective agreement concerning the bumping and/or layoff procedure.

ARTICLE 7 TERMS AND CONDITIONS

a) Salary

During the duration of the plan, the employee shall receive a percentage of the salary on the applicable salary scale that they would have received were they not taking part in the plan, including, if applicable, the responsibility supplement or premium and the additional compensation provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 7 of Appendix F and Article 2 of Appendix H. The applicable percentage shall be determined according to the following table:

DURATION OF LEAVE	DURATION OF PLAN	
	6 months	12 months
1 week	96.2%	98.1%
2 weeks	92.3%	96.2%
3 weeks	88.5%	94.2%
4 weeks	84.7%	92.3%
5 weeks	80.8%	90.4%
6 weeks	77.0%	88.5%
7 weeks	73.2%	86.6%
8 weeks	69.3%	84.7%

The other premiums shall be paid to the employee in accordance with the provisions of the collective agreement, provided they are normally entitled to them, as if they were not taking part in the plan. However, the Employee shall not be entitled to these premiums during the leave.

During their leave, the employee cannot receive any other compensation from the employer.

b) Pension plan

During a leave of up to thirty (30) days, the employee shall continue to take part in the pension plan.

In the case of a leave of more than thirty (30) days, the employee shall continue to take part in the pension plan subject to payment of the applicable contributions.

For the duration of the plan, the employee's contribution to the pension plan shall be calculated based on the salary they would have received were they not taking part in the plan, and their service and salary eligible for the period during which they take part in the pension plan shall be recognized.

c) Seniority and experience

The employee shall retain and accumulate seniority and experience during the leave.

d) Annual vacation

During the leave, the employee shall accumulate service for the purposes of annual vacation.

For the duration of the plan, the employee's annual vacation shall be paid at the percentage indicated in paragraph a) of Article 7.

The employee shall be deemed to have taken the number of days of annual paid vacation to which they are entitled, in proportion to the duration of the leave.

e) Sick leave

During the leave, the employee shall accumulate sick days.

For the duration of the plan, used and unused sick days shall be paid according to the percentage indicated in paragraph a) of Article 7.

f) Salary insurance

If the employee becomes disabled during the plan, the following provisions shall apply:

1. If the disability occurs during the leave, it shall be deemed nonexistent. At the end of the leave, if the employee is still disabled, they shall receive, as long as they are eligible and after having exhausted the waiting period, a salary insurance benefit calculated based on the percentage of their salary as provided for in paragraph a) of Article 7 and in accordance with the provisions of clause 23.29 of the collective agreement. At the end of the contract, if the employee is still disabled, they shall receive the full salary insurance benefit.

2. If the disability occurs before the leave, the employee shall receive, after having exhausted the waiting period, a salary insurance benefit calculated based on the percentage of their salary as provided for in paragraph a) of Article 7 and in accordance with the provisions of clause 23.29 of the collective agreement. However, if the employee is still disabled on the date the leave was to have started, this shall be equivalent to withdrawal from the plan, and the provisions provided for in paragraph l) of Article 7 shall apply.

3. If the employee becomes disabled after the leave begins, they shall receive, as long as they are eligible and after having exhausted the waiting period, a salary insurance benefit calculated based on the percentage of their salary as provided for in paragraph a) of Article 7 and in accordance with the provisions of clause 23.29 of the collective agreement. If the employee is still disabled at the end of the plan, they shall receive the full salary insurance benefit.

g) Leave without pay

If the number of days of leave without pay totals five (5) or less during the plan, the employee shall have their participation in the plan extended by as many days as there are days of leave without pay during this period.

If the number of days of leave without pay totals more than five (5) during the plan, this situation shall be equivalent to withdrawal from the plan, and the provisions of paragraph l) of Article 7 shall apply.

h) Leave with pay

For the duration of the plan, leave with pay not provided for in this letter of agreement shall be compensated based on the percentage of the employee's salary provided for in paragraph a) of Article 7.

Leaves with pay during the leave for family-work-study balance shall be deemed to have been taken.

i) Floating days off

During the leave, the employee shall accumulate service for the purposes of floating days off.

For the duration of the plan, the employee's floating days off shall be paid at the percentage indicated in paragraph a) of Article 7.

j) Maternity leave, paternity leave, leave for adoption and protective reassignment

If, during the plan, the employee takes maternity leave, paternity leave or leave for adoption or goes on protective reassignment, this shall be equivalent to withdrawal from the plan, and the provisions provided for in paragraph l) of Article 7 shall apply.

k) Layoff

If the employee is laid off, the contract shall be terminated on the date of the layoff, and the provisions of paragraph l) of Article 7 shall apply.

However, if the employee has employment security as provided for in clause 15.03, they shall continue to take part in the plan as long as they remain in the employer's employ. Otherwise, the contract shall end on the date of the end of their employment, and the provisions of paragraph l) of Article 7 shall apply.

l) Breach of contract due to termination of employment, retirement, withdrawal or death

1. If the employee has taken the leave, they must reimburse, without interest, the salary received during the leave in proportion to the period remaining in the plan with respect to the contribution period.

2. If the employee does not take the leave, they shall be reimbursed, without interest, for the contributions deducted from their pay up until the breach of contract.

3. If the employee is currently on leave, the amount owing by one or the other of the parties shall be calculated as follows: the amount received by the employee during the leave minus the amounts deducted from their salary under the contract. If the result is negative, the employer shall pay the balance, without interest, to the employee; if the result is positive, the employee shall pay the balance, without interest, to the employer.

m) Dismissal

If the employee is dismissed during the plan, the agreement shall be terminated on the effective date of the dismissal, and the conditions set out in paragraph l) of Article 7 shall apply.

n) Recovery of amounts owing

In the case of breach of contract, the amounts owing shall be payable within ten (10) days following the claim. Moreover, if the employee owes amounts to the employer, the employer may recover the amounts owing from the employee's last pay. If there are not sufficient funds, the amount owing shall be a debt payable in full by the employee or their beneficiaries within ten (10) days following the notice of claim sent by the employer to the last known address. If payment is not made, interest at the legal rate shall be payable.

The parties may, by local arrangement, modify the terms and conditions for the recovery described in this paragraph.

o) Part-time employees

An employee with a part-time position may apply for the family-work-study with salary averaging plan for family reasons or studies, as defined in Article 4.

When the leave is taken at the beginning of the plan, the salary a part-time employee receives during the leave shall be established based on the number of work hours associated with their position and the percentage applicable given the duration of the leave and the plan chosen, as provided for in paragraph a) of Article 7 of this letter of agreement. At the end of the leave, the employee shall reimburse the salary received during the leave on each pay, in equal interest-free payments, for the remainder of the plan.

When the leave is taken in the last weeks of the plan, the salary received by the part-time employee during the leave shall be established based on the average number of hours worked, excluding overtime, during the contribution period provided for in the plan.

The fringe benefits provided for in clause 7.13 of the collective agreement, clause 4.03 and Article 9 of Appendix I, clause 2.03 of Appendix O and clause 2.03 of Appendix P shall be calculated and paid on the basis of the salary percentage provided for in paragraph a) of Article 7.

p) Change in status

If the employee's status changes during their participation in the plan, they may choose one (1) of the following two (2) options:

1. The employee can terminate the contract under the conditions provided for in paragraph l) of Article 7.
2. The employee can continue to take part in the plan and be treated as a part-time employee.

However, if the employee is a full-time employee who becomes a part-time employee after taking the leave, they shall be deemed to be a full-time employee for the purposes of calculating their contribution to the plan.

q) Group insurance plans

During a leave of up to thirty (30) days, subject to the provisions of clause 23.26 of the collective agreement, the employee shall continue to benefit from the basic life insurance plan and continue to take part in the insurance plans by paying the necessary contributions and premiums as if they were not taking part in the leave for family-work-study balance with salary averaging plan, subject to the clauses and stipulations of the insurance contract in effect.

During a leave of more than thirty (30) days, the employee shall continue to benefit from the basic life insurance plan and may continue to participate in the other insurance plans by paying one hundred percent (100%) of the necessary contributions and premiums, subject to the clauses and stipulations of the insurance contract in effect. However, subject to the provisions of clause 23.26 of the collective agreement, the employee's participation in the basic health insurance plan shall be mandatory, and they shall assume all the required contributions and premiums.

Regardless of the duration of the leave for family-work-study balance with salary averaging plan, during the plan, the insurable salary shall be as provided for in paragraph a) of Article 7. However, the employee may maintain their insurable salary at the same level as if they were not taking part in the plan by paying the balance of the applicable premiums.

r) Voluntary transfers

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement, provided they can start work within thirty (30) days of their appointment to the position.

ARTICLE 8 REQUALIFICATION FOR THE LEAVE FOR FAMILY-WORK-STUDY BALANCE WITH SALARY AVERAGING PLAN

To reapply for the plan, an employee must, in addition to the provisions of articles 4 and 5, meet the following two (2) conditions:

1. They must not have benefited from leave without pay of more than thirty (30) days within the meaning of clause 18.02 of the collective agreement within the twelve (12) months preceding their reapplication.
2. Twelve (12) months must have elapsed since the end date of their last leave for family-work-study balance with salary averaging.

The parties may, by local arrangement, modify the terms and conditions of paragraphs 1 and 2 of this article.

LETTER OF AGREEMENT NO. 4

REGARDING THE PROVINCIAL COMMITTEE ON ORGANIZATIONAL CHANGES TO THE HEALTH AND SOCIAL SERVICES NETWORK

The provincial parties agree to create a committee to address issues relating to personnel movements due to structural changes in the health and social services network.

The mandate of this committee shall be to:

A. Identify and analyze the issues submitted by the parties relating to personnel movements due to structural changes in the network;

B. Make recommendations to the Ministère de la Santé et des Services sociaux.

The committee shall agree on the committee's composition and functioning.

LETTER OF AGREEMENT NO. 5

REGARDING THE TRAINING AND PROFESSIONAL GUIDANCE OF EMPLOYEES WORKING WITH CLIENTS WITH SPECIAL NEEDS AND REALITIES

Scope

The provisions of this letter of agreement apply to the training and professional guidance of employees working with clients with special needs and realities.

Annual budget for training and professional guidance

As of the effective date of the collective agreement and until March 30, 2028, a budget of $87,000 per fiscal year shall be dedicated to training and professional guidance.

If, during the year, the budget is not used in its entirety, the difference shall be carried over to the next year.

The provincial parties shall agree on how to use the budget, and the local parties shall see to the implementation of the measures by local arrangement.

For the fiscal year in which the collective agreement takes effect, the budget shall be established in proportion to the period between the effective date of the collective agreement and March 31 of the following year.

LETTER OF AGREEMENT NO. 6

REGARDING EMPLOYEES WORKING WITH USERS WITH SEVERE BEHAVIOURAL DISORDERS

ARTICLE 1 SCOPE

The provisions of the collective agreement apply insofar as they are not otherwise amended by this appendix to employees in the following job titles:

1) Codes 1000 to 1999:

- Human relations officer (1553);
- Audiologist (1254);
- Audiologist-speech therapist (1204);
- Vocational guidance counsellor (1701);
- Work adaptability counsellor (1703);
- Criminologist (1544);
- Physical educator/kinesiologist (1228);
- Occupational therapist (1230);
- Nurse clinician assistant head nurse, nurse clinician assistant to the immediate superior (1912);
- Nurse clinician (1911);
- Professional social worker (1550);
- Community organizer (1551);
- Speech therapist (1255);
- Physiotherapist (1233);
- Psychoeducator (1652);
- Psychologist (1546);
- Art therapist (1258);
- Clinical activities specialist (1407);

2) Codes 2000 to 2999:

- Social aide (2588);
- Assistant head nurse or assistant to the immediate superior (2489);
- Educator (2691);
- Nurse (2471);
- Nurse team leader (2459);
- Social assistance technician (2586);
- Specialized education technician (2686);
- Recreation technician (2696);
- Physiotherapy technologist (2295);
- Community worker (2375);
- Living unit or rehabilitation supervisor (2694).

3) Codes 3000 +:

- Rehabilitation assistant (3462);
- Health and social services aide (3588);
- Vehicle driver (6336);
- Guard (6438);
- Residence guard (6349);
- Licensed practical nurse (3455);
- Industrial workshops instructor (3585);
- Handicrafts or occupational therapy instructor (3598);
- Pacification and safety intervention specialist (3547);
- Pacification and safety intervention specialist team leader (3557);
- Unit and/or pavilion attendant (3685);
- Personal support worker (3480);
- Personal support worker team leader (3477);
- Establishment guard (6422).

ARTICLE 2 DAY OFF

An employee who holds a full-time position covered by this letter of agreement can convert part of the premium provided for in clause 9.20 into three (3) days off per year, except for employees who benefit from the floating days off provided for in appendices I, O and P.

The terms and conditions are as follows:

- The reference year for the purpose of accumulation is July 1 to June 30.
- The choice of converting part of the premium into days off shall be made by the employee no later than thirty (30) days before the beginning of the reference year.
- The days off shall be chosen upon agreement with the employer.
- Employees shall be able to cash in days off that are not taken at the end of the reference year.

However, an employee with a job title in the nurse or licensed practical nurse grouping or a job title on the list below, shall not benefit from the day off:

- Audiologist (1254);
- Audiologist-speech therapist (1204);
- Occupational therapist (1230);
- Speech therapist (1255);
- Physiotherapist (1233);
- Personal support worker (3480);
- Personal support worker team leader (3477);
- Psychologist (1546);
- Professional social worker (1550);

ARTICLE 3 SECTORS OR SUBSECTORS OF ACTIVITY

3.01 The provisions of this letter of agreement apply to the following sectors or subsectors of activity:

- 5202 Request for intervention with young offenders (YCJA)
- 5203 Access mechanism (YPA, YCJA, AHSSS)
- 5400 Assistance and support for youth and families (YPA, YCJA, AHSSS)
- 5401 Assistance and support for youth and families (YCJA)
- 5402 Assistance and support for youth and families (YPA, AHSSS)
- 5410 Support of mental health services (AHSSS)
- 5500 Living units for youth (YPA, YCJA, AHSSS)
- 5501 Living units for youth – Open custody (YPA, YCJA)
- 5502 Living units for youth – Closed custody (YPA, YCJA)
- 5503 Living units for youth – Regular (YPA, YCJA, AHSSS)
- 5504 Living units for youth – Mental health (YPA, YCJA, AHSSS)
- 5600 Outreach services (YPA, YCJA, AHSSS)
- 5860 Youth health (YPA, YCJA, AHSSS)
- 5917 Psychosocial services for youth in difficulty and their families and the Crise-Adolescence-Famille-Enfance (CAFE) program
- 5927 Crisis intervention and follow-up only, as well as the UPS-Justice Program: direct intervention, in the presence of the client (excluding interventions by phone)
- 6661 Special homelessness services
- 6670 Specialized addiction services – users admitted to program
- 6682 Outreach addiction services only for the following programs:
    - Clinique Cormier Lafontaine;
    - Team for the homeless;
    - Youth worker team in youth centres;
    - Addiction-justice team;
    - Substitution therapy;
    - Emergency-triage.
- 6690 Short-term addiction treatment intervention unit
- 6946 Residential program – Physical impairment
- 6984 Group homes – Physical impairment
- 6985 Group homes, mental health – Youth 0-17 years old
- 6989 Group homes – Youth in difficulty (YPA, YCJA, AHSSS)
- 7000 Day activity centre
- 7010 Workshop
- 7690 Transportation of users outside the facility
- 7710 Security
- 8022 Adult rehabilitation – Cranio-cerebral trauma
- 8032 Child rehabilitation – Cranio-cerebral trauma
- 8054 Adjustment and rehabilitation services for individuals and the mobile intervention team
- 8090 Intensive functional rehabilitation unit

Notwithstanding the preceding provisions, for sectors of activity 7690 (Transportation of users outside the facility) and 7710 (Security), only employees working directly with users presenting severe behaviour disorders receiving care and services in the sectors or subsectors of activity previously listed shall benefit from the premium provided for in clause 9.20.

3.02 Specific sectors or subsectors of activity that have been authorized by the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) under Schedule 4 of Ministerial Circular 2013022 are also covered by this letter of agreement as long as they continue to offer care and services to clients presenting severe behavioural disorders.

3.03 If, during the term of the collective agreement, a sector or subsector number is modified, the CPNSSS shall notify the union and the list shall be updated.

LETTER OF AGREEMENT NO. 7

REGARDING EMPLOYEES WHO HAVE TAKEN THE ORIENTATION COURSE ON DEALING WITH USERS

The provisions of this collective agreement apply to employees employed by the following establishments:

- Centre intégré universitaire de santé et services sociaux de l'Ouest-de-l'Île-de-Montréal;
- Centre intégré de santé et de services sociaux de Chaudière-Appalaches.

An employee who has taken the orientation course on dealing with users and passed their examination shall receive a weekly premium:

Rate 2023-04-01 to 2024-03-31 ($)	**Rate 2024-04-01 to 2025-03-31 ($)**	**Rate 2025-04-01 to 2026-03-31 ($)**	**Rate 2026-04-01 to 2027-03-31 ($)**	**Rate as of 2027-04-01 ($)**
10.93	11.24	11.53	11.82	12.23

LETTER OF AGREEMENT NO. 8

REGARDING THE NUMBER OF CHILD NURSES / BABY NURSES AND LICENSED PRACTICAL NURSES TO BE REGISTERED WITH THE SNMO

The parties agree to the following:

1. That the number of child nurses / baby nurses and licensed practical nurses with employment security and registered with the provincial labour service (SNMO) shall not exceed sixty-three (63);

2. That this ceiling shall remain in effect for the term of the collective agreement;

3. That no employer may lay employees off if it results in registering child nurses / baby nurses or licensed practical nurses with employment security on the SNMO's list if the ceiling of sixty-three (63) has already been reached;

4. That, if the number of child nurses / baby nurses and licensed practical nurses with employment security who are registered on the SNMO's list is less than sixty-three (63), the provincial joint committee on employment security shall verify whether the new registrations bring the number up higher than sixty-three (63).

LETTER OF AGREEMENT NO. 9

REGARDING THE SOCIAL REINTEGRATION OF USERS WITH AN INTELLECTUAL IMPAIRMENT OR MENTAL HEALTH ISSUES

ARTICLE 1 PURPOSE

1.01 The purpose of this letter of agreement is to specify the conditions applicable to employees who hold a position and who are transferred or whose position is abolished as a direct or indirect result of the discharge of some or all of the users in a social reintegration program.

This letter of agreement also applies to employees who hold a position and who are transferred or whose position is abolished as a result of a second social reintegration operation, in other words, when users who have been discharged are transferred to another type of housing resource.

1.02 The collective agreement continues to apply subject to this letter of agreement.

ARTICLE 2 CONSULTATION OF THE MULTIDISCIPLINARY TEAM

2.01 The employer undertakes to form, by unit, service or department, one or more multidisciplinary teams including employees who work directly with users.

2.02 Before some or all of the users are discharged, the employer shall consult the multidisciplinary team.

The multidisciplinary team shall assess the needs, develop the necessary intervention plan for each user and recommend, if applicable, the appropriate type of housing resource for each of them.

2.03 The employer undertakes to take the multidisciplinary team's recommendations into account.

ARTICLE 3 EMPLOYMENT SECURITY, UPGRADING AND RETRAINING

3.01 In the case of a social reintegration operation that generates a transfer of employees or the abolishment of a position in an establishment, before the operation is carried out, the employer shall meet with the local labour relations committee to discuss the impact of the operation on the employees covered by this letter of agreement.

3.02 The provisions of this article are added to those already included in the collective agreement and apply to all employees who hold a position, regardless of their seniority.

3.03 Employees are covered by one or the other of the paragraphs in Article 14, and shall benefit from the associated provisions.

3.04 Employees who do not have a position at the end of the bumping procedure shall be registered on the establishment's replacement team.

3.05 The provisions of clause 15.01, the provisions of clause 15.03 regarding the retention of benefits, and the provisions of clause 15.05 regarding the reassignment procedure apply to these employees.

3.06 In this case, the employer may offer them an upgrading or retraining program in order to facilitate their reassignment to another position available in the establishment.

3.07 Employees covered by the preceding clauses can, with a valid reason, refuse to take part in any retraining program offered by the employer required to perform the tasks assigned to them. If they do not have a valid reason, they shall be registered on the establishment's recall list.

3.08 These upgrading and retraining programs shall be free of charge for the employees covered, and the employees shall continue to receive compensation equivalent to what they would be receiving were they at work.

3.09 Employees who cannot obtain a position under clause 3.06 of this letter of agreement and employees who refuse to take part in a retraining program for a valid reason shall be registered on the SNMO's list and benefit from the provisions of clauses 15.05 and 15.17.

ARTICLE 4 TERMS AND CONDITIONS

4.01 Employees who were not reassigned under the provisions of Article 3 of this letter of agreement may reach a specific arrangement with the employer such as a severance package or early retirement. These arrangements shall be valid once they receive the written approval of the union.

4.02 For the purposes of applying this letter of agreement, employees who are transferred outside a fifty-kilometre (50-km) radius shall benefit from a reassignment premium equivalent to three (3) months' salary, as well as the reimbursement of moving expenses provided for in the collective agreement.

To be entitled to these reimbursements, the employee must move within six (6) months following the date they begin work in the new position.

4.03 Any disagreement concerning the application of this letter of agreement shall be submitted for arbitration as provided for in the collective agreement.

However, in the case of a disagreement concerning the application of Article 2 of this letter of agreement, the local parties agree to submit the case to an arbitrator within ten (10) days following the employer's decision regarding the individualized service plan. The arbitrator shall render a decision within five (5) days following the date the grievance was submitted to them.

The role of the arbitrator with respect to Article 2 of this letter of agreement shall be to verify whether the consultation procedure provided for in this article was properly followed. The arbitrator cannot rule on the individualized service plan or intervention plans.

If the arbitrator rules that the consultation procedure was not properly followed, they shall order the employer to meet with the multidisciplinary team and accept its recommendations.

The time frames set out in this article are fixed, and are part of a process that should lead to the user's discharge.

This letter of agreement cannot be cited as a precedent.

LETTER OF AGREEMENT NO. 10

REGARDING CERTAIN LICENSED PRACTICAL NURSES

A licensed practical nurse who was employed by the establishment on June 15, 2000, and who receives the professional development premium provided for in clause 3.02 of Appendix C of the 1995-1998 SQEES-CHP collective agreement shall continue to benefit from the premium as long as they remain employed by the establishment in that job title.

LETTER OF AGREEMENT NO. 11

REGARDING OCCUPATIONAL HEALTH AND SAFETY

---

1. The provincial parties agree to form a provincial occupational health and safety committee within thirty (30) days of signing this agreement.

2. The committee shall be made up of two (2) representatives of the union and two (2) representatives of management.

3. The parties shall agree on the mandate and functioning of the committee. Unless the parties agree otherwise, the topics addressed by this committee shall be different from those discussed under Letter of Agreement no. 42.

4. In committee, the parties shall explore the possibility of offering occupational health and safety training to new hires and the mechanism by which it will be offered to existing employees.

LETTER OF AGREEMENT NO. 12

REGARDING THE LOCAL INTERUNION JOINT COMMITTEE ON FAMILY-WORK-STUDY BALANCE

The negotiating parties recommend that the local parties reach a local arrangement to create an interunion joint committee on family-work-study balance, whose mandate shall be to:

- consult employees with a view to identifying needs regarding family-work-study balance;
- analyze the data collected;
- propose measures adapted to the employees' needs and to the situation in the workplace and, if applicable, analyze the possibility of implementing the measures in pilot projects.

The composition, role and functioning of the committee shall be determined by the local parties.

If the interunion joint committee on family-work-study balance is not created, the parties may, by local arrangement, agree to discuss the above-mentioned mandates in the local labour relations committee.

LETTER OF AGREEMENT NO. 13

REGARDING REORGANIZATION PROJECTS

In any transformation or reorganization projects resulting in the application of one of clauses 14.01 to 14.07 of the collective agreement, the employer undertakes, before making a final decision, to meet with the union to allow it to propose alternatives or modifications or make suggestions concerning the achievement of the establishment's objectives.

The employer shall provide the union with the following information:

- The nature of the planned transformation or reorganization;
- The reasons for the transformation or reorganization and its objectives;
- The services, departments or units in the establishment likely to be affected by the planned transformation or reorganization;
- The deadline for the decision and the planned implementation schedule;
- All other relevant information.

LETTER OF AGREEMENT NO. 14

REGARDING THE TRAINING AND PROFESSIONAL GUIDANCE OF NEWLY HIRED EMPLOYEES ASSIGNED TO THE REHABILITATION, CARE OR SUPERVISION OF USERS

Scope

The provisions of this letter of agreement apply to the training and professional guidance of employees assigned to the rehabilitation, care or supervision of users when they have less than two (2) years' experience in their position.

Annual budget for training and professional guidance

Starting on the effective date of the collective agreement and until March 30, 2028, the employer shall, from April 1 to March 31 of each year, allocate a specific budget to training and professional guidance. This budget shall be equivalent to:

- 0.19%[1] of the payroll[2] for employees in the nursing and cardiorespiratory personnel category assigned to the rehabilitation, care or supervision of users;
- 0.10%[1] of the payroll[2] for employees in the paratechnical, auxiliary services and trades category assigned to the rehabilitation, care or supervision of users;
- 0.19%[1] of the payroll[2] for employees in the health and social services technicians and professionals category assigned to the rehabilitation, care or supervision of users.

The parties shall agree by local arrangement on the use of the budget.

If, during a given year, the employer does not use the full amount thus determined, the difference shall be carried over to the next year.

Transitional provision

For the 2024-2025 fiscal year, the budget shall be established in proportion to the period between the effective date of the collective agreement and March 31, 2025.

1 The percentage shall be based on the payroll for employees in this category assigned to the rehabilitation, care or supervision of users.

2 The payroll is the amount paid, for the previous fiscal year, for the base salary provided for in the List of job titles, descriptions and salary rates and scales in the health and social services network, leave with pay, sick days and salary insurance, plus fringe benefits paid as a percentage (vacation, statutory holidays, sick days and, if applicable, salary insurance) to part-time employees. Supplements, premiums and additional compensation are excluded from the calculation of the payroll.

LETTER OF AGREEMENT NO. 15

REGARDING THE LIMITATION ON THE USE OF PERSONNEL PLACEMENT AGENCIES' SERVICES AND INDEPENDENT LABOUR

CONSIDERING that, on October 4, 2023, the Act limiting the use of personnel placement agencies' services and independent labour in the health and social services sector (the Act) and the Regulation respecting the use of personnel placement agencies' services and independent labour in the health and social services sector (the Regulation) took effect;

CONSIDERING that the aim of the Act is to gradually reduce the use of personnel placement agencies' services and independent labour by October 2026;

CONSIDERING the parties' desire to foster the return of personnel placement agency personnel and independent labour to the health and social services sector while respecting the employees in place;

The parties agree to the following:

The employer undertakes to prioritize employees over placement agency personnel and independent labour when assigning shifts. Thus, employees shall have priority based on the availability indicated for regular and overtime hours.

Plan for the return of placement agency personnel and independent labour

a) The local parties shall agree on measures to integrate placement agency personnel and independent labour currently assigned to the establishment, in particular when it comes to assigning positions, before the deadlines set in the Regulation,[1] that is:

- October 20, 2024, for the health regions of Capitale-Nationale, Montreal, Chaudière-Appalaches, Laval and Montérégie;
- October 19, 2025, for the health regions of Saguenay–Lac-Saint-Jean, Mauricie et Centre-du-Québec, Estrie, Lanaudière and Laurentides;
- October 18, 2026, for the health regions of Bas-Saint-Laurent, Outaouais, Abitibi-Témiscamingue, Côte-Nord, Nord-du-Québec, Gaspésie–Îles-de-la-Madeleine and Nunavik.

b) The parties agree to give the provincial labour relations committee provided for in Article 33 of the collective agreement the mandate to discuss the implementation of the repatriation plans agreed upon at the local level and any other topics arising from this letter of agreement.

This letter of agreement shall expire on March 30, 2028.

1. The parties agree that the deadlines indicated in this letter of agreement shall be adjusted to reflect any legislative amendments.

LETTER OF AGREEMENT NO. 16

REGARDING TENURE FOR PART-TIME EMPLOYEES IN THE NURSING AND CARDIORESPIRATORY PERSONNEL CATEGORY

Subject to special provisions, this letter of agreement applies only to establishments that have not completed the tenure process on the effective date of this collective agreement.

This letter of agreement shall apply on the date agreed upon by the local parties for employee tenure in accordance with the definition in clause 2.01 of Appendix R, but no later than six (6) months after the effective date of the stipulations negotiated and agreed upon at the local or regional level.

The employer shall determine the number of part-time employees required.

An employee who refuses to apply for a position shall be deemed to have resigned.

An employee who applied for one or more positions in the establishment and did not obtain a position at the end of the staffing process shall be laid off and registered on the SNMO's list, and shall benefit from the provisions regarding preferential employment or employment security, if applicable.

However, if an employee was unable to obtain a position at the end of the staffing process and there are still vacant positions for which they meet the normal requirements of the job, they shall be deemed to have applied for these positions. If the employee refuses such a position, they shall be deemed to have resigned.

Special provisions

During the integration of activities covered by section 330 of the Act respecting health services and social services (CQLR, c. S-4.2) or the merger of establishments covered by section 323 of the Act, the integrating establishment or the new establishment resulting from the merger shall be subject to the provisions of this letter of agreement, as well as to the ability of the local parties to decide not to take part, if applicable, under the conditions provided for in Appendix R of the collective agreement.

The same shall apply when a private establishment with an agreement acquires another private establishment and integrates that establishment's activities into its own or merges with that establishment.

LETTER OF AGREEMENT NO. 17

REGARDING FLEXIBLE WORKING HOURS

1. Scope

The provisions of this letter of agreement apply to employees who hold a full-time position whose regular work week is spread out over five (5) days and who work on the evening, night or swing shift. They also apply to employees working on the day shift who have three (3) years of service or more.

Flexible hours shall be awarded on an individual and voluntary basis.

2. Terms and conditions

An employee and the employer may reach an agreement on a schedule arrangement including the following terms and conditions:

- The start date;
- The duration of applications for a schedule arrangement.

The way in which work hours freed up as a result of the arrangement are distributed shall be as provided for in the local provisions.

If it is impossible to grant all willing employees access to a schedule arrangement, the employer shall implement the arrangement based on seniority.

A. Day or evening shift

An employee who holds a full-time position and who works the evening shift who wishes to work nine (9) days out of every fourteen (14) shall benefit from one (1) day of paid leave per fourteen (14)-day period in exchange for twelve (12) statutory holidays, ten (10) days of annual vacation and three (3) sick days.

The same provisions shall apply to employees who hold a full-time position working the day shift who have three (3) years of service or more.

B. Night shift

a) An employee who holds a full-time position and who works the night shift who wishes to work nine (9) days out of every fourteen (14) shall benefit from one (1) day of paid leave per fourteen (14)-day period by converting the night premium into time off. In such a case, the provisions of clauses 1.02 and following of Appendix N shall apply.

b) An employee who holds a full-time position and who works the night shift who wishes to work eight (8) days out of every fourteen (14) shall benefit from two (2) days of paid leave per fourteen (14)-day period:

i) by converting part of their night premium into twenty-five (25) days off;

ii) and in exchange for twelve (12) statutory holidays, ten (10) days of annual vacation and three (3) sick days;

iii) an employee who wishes to convert more than twenty-five (25) days by using their entire night shift premium may:

- convert all of the remaining days in order to reduce the number of days of annual vacation lost under subparagraph ii). If applicable, the residual amount representing a fraction of a day shall be compensated;

  or

- receive compensation for the portion of the night shift premium that is not converted within thirty (30) days following each anniversary date of the employee's flexible hours program.

For the purposes of applying this subparagraph, the excess number of days shall be as follows:

- 14% is equivalent to 2 days for employees with 0 to 5 years' seniority;

- 15% is equivalent to 3.7 days for employees with 5 to 10 years' seniority;

- 16% is equivalent to 5.3 days for employees with 10 years' seniority or more.

iv) However, on any leave during which the employee receives compensation, a benefit or an indemnity, the salary or, if applicable, the salary used to calculate such benefit or indemnity shall be reduced during the leave by the percentage of the night shift premium that would have been applicable under paragraph A2 of clause 9.05 of the collective agreement.

The preceding subparagraph shall not apply during the following absences:

a) Statutory holidays;

b) Annual vacation;

c) Maternity leave, paternity leave and leave for adoption;

d) Leave for disability as of the eighth (8th) working day;

e) Leave for a work accident recognized as such under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);

f) Additional days off paid under subparagraphs i) and ii).

C. Swing shift

An employee who holds a full-time position and works a swing shift may take advantage of flexible hours only for the portion of work done on the evening or night shift. The applicable terms and conditions shall be those for full-time positions on the evening or night shift, in proportion to the number of hours worked on these shifts.

Notwithstanding the foregoing, an employee with three (3) years of service or more may benefit from flexible hours for the number of hours worked on the day shift.

D. Reconciliation

If the employee ceases to be covered by this letter of agreement during the year, the reduction in the number of sick days and days of annual vacation provided for in paragraph A) or subparagraph ii) of paragraph B) shall be established in proportion to the amount of time elapsed since the last anniversary date of the application of the letter of agreement to the employee and the end date with respect to a complete year.

In such a case, the employer shall also pay an employee working the night shift an amount corresponding to the portion of the premium that was not converted, in proportion to the number of days worked between the anniversary date of the application of the letter of agreement to the employee and the end date with respect to the number of workdays included in this period. For the purposes of this provision, days off resulting from the application of subparagraphs i) and ii) of paragraph B) shall be deemed to be days worked.

E. Status of a part-time employee who replaces an employee on the freed up shifts

An employee who holds a part-time position and who replaces a full-time employee on the freed up shifts shall retain their status of part-time employee unless the local parties agree otherwise.

F. End of application of flexible hours

When the day or days of the employee benefiting from flexible hours are no longer recovered for a period of at least fifteen (15) days, the employer may terminate the flexible hours after giving the employee fifteen (15) days' notice.

LETTER OF AGREEMENT NO. 18

REGARDING CERTAIN EMPLOYEES WHO ARE DISABLED WHEN THE COLLECTIVE AGREEMENT TAKES EFFECT FOR THEM

The parties agree that an employee covered by a collective agreement other than a collective agreement between the Comité patronal de négociation du secteur de la santé et services sociaux (CPNSSS) and the Syndicat québécois des employées et employés de services, section locale 298 (SQEES-298-FTQ) and who is receiving short-term salary insurance benefits on the date this collective agreement takes effect for them shall be governed by the provisions of the short-term salary insurance plan (up to one hundred four (104) weeks) provided for in this collective agreement.

Notwithstanding the foregoing, the employee shall continue to receive, for the same period of disability, the salary insurance benefit established under the collective agreement that was applicable at the time they became disabled. Moreover, this employee, unless the collective agreement applicable to them at the time they became disabled was a collective agreement between the CPNSSS and the SCFP/CUPE (FTQ) or the SEPB-Québec, shall not benefit from the long-term salary insurance plan provided for in paragraph e) of clause 23.29 of this collective agreement or any other provision relating to that plan.

LETTER OF AGREEMENT NO. 19

REGARDING THE CONCEPT OF SERVICE OR DEPARTMENT

SCOPE

This letter of agreement applies to employees in the nursing and cardiorespiratory personnel category, the paratechnical, auxiliary services and trades category and the office personnel and administrative technicians and professionals category.

CONCEPT OF SERVICE OR DEPARTMENT

Item 2 of the local provisions of the SQEES-298-FTQ collective agreements is amended to incorporate the following paragraph regarding the concept of service or department:

“Set of activities constituting a distinct entity of the establishment’s organizational structure, in particular, to offer care or services to users, as determined by the employer.”

Also, the local provisions that do not provide the option of having a service or department spanning more than one facility and those that provide for a number of facilities that can be shared by a service or department or the territories covered by a service or department are amended to incorporate the following paragraph:

“The employer may create services or departments spanning more than one facility if this improves the organization of care and services or increases access to care or services, or where the specific nature of the care and services provided in a service or department so justify.”

These amendments to the local provisions shall not have the effect of modifying or rendering inoperative the other elements of Item 2 or any other local provisions of the collective agreement that do not concern the concept of service or department, the number of facilities that can share a service or department or the territories covered by a service or department.

LETTER OF AGREEMENT NO. 20

REGARDING THE ANALYSIS OF CERTAIN SUBJECTS REFERRED TO THE PROVINCIAL LABOUR RELATIONS COMMITTEE

For the term of this collective agreement, the parties agree to discuss the following subjects in the provincial labour relations committee provided for in Article 33 insofar as the parties agree:

- Abrogation of Appendix J regarding special conditions for the integration of staff under sections 130 to 136 of the Act respecting occupational health and safety;
- Abrogation of Letter of Agreement no. 4 regarding the provincial committee on organizational changes to the health and social services network;
- Abrogation of Letter of Agreement no. 8 regarding the number of child nurses / baby nurses and licensed practical nurses to be registered with the SNMO;
- Abrogation of Letter of Agreement no. 9 regarding the social reintegration of users with an intellectual impairment or mental health issues;
- Ensuring the overall consistency of the collective agreement.

The parties may agree to amend the collective agreement as part of their work on the committee.

LETTER OF AGREEMENT NO. 21

REGARDING EMPLOYEES WITH THE JOB TITLE PSYCHOLOGIST

ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees with the job title psychologist (1546).

ARTICLE 2 SALARY INCREASE

As of the effective date of the collective agreement, employees shall receive a salary increase of ten percent (10%) regardless of the step they are at on the scale.

This salary increase shall be applicable to the employee's hourly base salary.[1]

Salary increase method and adjustment formula[2]

The percentage of the salary increase shall be reduced by any salary adjustment,[3] except for the general salary increase parameters provided for in clause 7.27 and the salary adjustment provided for in clause 7.28.

The premium shall be decreased in accordance with the following method and formula:

The percentage of the salary increase shall be determined using the hourly base rate for the highest step in the salary scale. The reference percentage for the salary increase shall be, for the first adjustment, the one in effect on the effective date of the collective agreement.

Mathematically:

$$\%\ salary\ increase_{t+1} = \left[\left(\frac{Base\ hourly\ rate\ for\ the\ last\ step_t \times (1 + \%\ salary\ increase_t / 100)}{Base\ hourly\ rate\ for\ the\ last\ step_{t+1}}\right) - 1\right] \times 100$$

Where

t = The date preceding the increase in the base hourly rate for the last step;

t + 1 = The date the base hourly rate for the last step is increased.

1. An employee who receives the salary increase in addition to their base hourly rate shall not be considered out-of-rate or out-of-scale.
2. The salary increase shall be calculated by the Secrétariat du Conseil du trésor in accordance with the provisions of this letter of agreement.
3. Including salary adjustments intended to maintain pay equity or pay relativity and awarded after April 1, 2015.

The numerator is rounded off to the nearest cent.[3]

The percentage obtained for the salary increase is rounded off to one (1) decimal place.[2]

If, during the term of the collective agreement, the salary increase is decreased using the salary increase adjustment formula, the Comité patronal de négociation du secteur de la santé et des services sociaux shall notify the union.

ARTICLE 3 RETENTION PREMIUM FOR THE JOB TITLE PSYCHOLOGIST

As of the effective date of the collective agreement, employees who are covered shall benefit from a retention premium of 6.5% of their base hourly rate, plus the salary increase provided for in Article 2, if they work the number of hours associated with their job title.

The number of hours includes regular hours actually worked and the following hours absent:

- The following leaves provided for in the collective agreement:
  - Annual vacation;
  - Statutory holidays;
  - Sick leave;
  - Floating days off;
  - Special leaves under clauses 22.19 and 22.19A;
  - Social leaves under Article 25;
- Union leave compensated by the employer or reimbursed by the union when the employee covered is scheduled to work;
- Training offered by the employer and incorporated into the work schedule;
- Leaves compensated by the employer under section 59 of the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) or section 36 of the Act respecting occupational health and safety (CQLR, c. S-2.1);
- The periods of disability provided for in paragraphs b) and c) of clause 23.29.

The retention premium is non-contributory for the purposes of the pension plan. The retention premium shall be terminated on March 30, 2028.

1. When the number is rounded off to the nearest cent, and the decimal point is followed by three (3) digits or more, the third (3rd) and following digits are dropped if the third (3rd) digit is less than five (5). If the third (3rd) digit is equal to or greater than five (5), the second (2nd) digit is rounded up to the next highest number, and the third (3rd) and following digits are dropped.

2. Thus, if the decimal point is followed by two (2) or more digits, the second (2nd) digit and following digits are dropped if the second (2nd) digit is less than five (5). If the second (2nd) digit is equal to or greater than five (5), the first (1st) digit is rounded up, and the second (2nd) and following digits are dropped.

ARTICLE 4 PROVISIONS FOR PART-TIME EMPLOYEES

The provisions of this letter of agreement apply to part-time employees, with the following adjustments:

- The fringe benefits applicable to part-time employees paid on each pay apply to the retention premium.
- Hours of leave compensated with fringe benefits that correspond to a workday in the employee's schedule shall be considered for eligibility for the retention premium. However, the retention premium shall not apply during these absences.

LETTER OF AGREEMENT NO. 22

REGARDING SELF-SCHEDULING

CONSIDERING the parties' desire to implement measures to attract and retain employees in order to ensure optimum public access to care and services;

CONSIDERING the parties' desire to optimize labour in health and social services establishments and the need to ensure stable work teams;

CONSIDERING the parties' desire to allow employees to set their work schedules to foster family-work-study balance;

CONSIDERING the parties' desire to improve employee satisfaction and engagement concerning their work schedules;

CONSIDERING the parties' desire to reduce the use of overtime;

CONSIDERING the involvement of the Ministère de la Santé et des Services sociaux (MSSS) in the rollout and implementation of self-scheduling;

The parties agree to the following:

ARTICLE 1 PURPOSE

1.01 The purpose of this letter of agreement is to foster employees' involvement in setting and managing their work schedules in order to ensure predictable and stable schedules and the continuity of care and services, and to improve family-work-study balance.

ARTICLE 2 DEFINITION OF SELF-SCHEDULING

2.01 Self-scheduling involves the voluntary, agile and proactive shared management of scheduling, as well as the participation and accountability of employees in planning their schedules. A joint effort to find solutions to problems related to self-scheduling is required when it comes to setting and implementing work schedules.

2.02 Self-scheduling allows employees to indicate their scheduling preferences based on the needs identified by the employer and the number of staff members required. More specifically, it allows employees to participate in setting and changing their work schedule, while taking the needs of the other members of the work team and the department, service or unit into account.

ARTICLE 3 TERMS AND CONDITIONS FOR SELF-SCHEDULING APPLICABLE TO SERVICES, DEPARTMENTS AND JOB TITLES

3.01 Before rolling out self-scheduling for a job title[1] in a service, department or unit, the employer shall notify the local union. The local union can then make sure the team is on board with self-scheduling.

3.02 The self-scheduling process applies to employees who hold positions in the same job title.[1] It also applies to casual part-time employees in that job title and employees on the floating team when they are assigned to the service, department or unit for the duration of the schedule.

3.03 The main steps in the self-scheduling process are:

- determination by the self-scheduling team of the terms and conditions provided for in clause 3.05 of this letter of agreement;
- determination and dissemination of guidelines by the manager concerning the needs of the service, department or unit and the number of employees required;
- schedule planning, including the following steps:
  - Step 1: indication of the preferred regular hours associated with the position, days off, availability and non-availability, on-call days, shifts requiring additional staff;
  - Step 2: voluntary indication of preferred shifts not filled in Step 1, as overtime;
  - Step 3: filling of unmet needs in accordance with the local provisions of the collective agreement;
- posting of schedules according to the terms and conditions determined by the self-scheduling team.

At each of the preceding steps, the manager and self-scheduling team shall balance the schedule based on the guidelines determined and the needs identified.

Notwithstanding the foregoing, if the model does not work, the self-scheduling team, after discussions aimed at resolving the problem, shall return to the establishment's usual schedule setting procedure according to the local provisions of the collective agreement until the next scheduling period or any other time agreed upon with the manager.

3.04 The self-scheduling team and the manager shall make sure to integrate employees arriving mid-schedule into the schedule.

3.05 In particular, the self-scheduling team may determine:

- the decision-making procedure;
- the scheduling period (between four (4) and twenty-six (26) weeks;
- deadlines and procedures for planning, setting and changing schedules;

1. The self-scheduling team may decide to group job titles together.

- the procedure for dealing with additional assignments;
- the procedure for awarding overtime to employees who volunteer;
- the procedure for staggering regular work hours or the regular work week;
- the communication tools needed to facilitate self-scheduling.

3.06 The procedures determined by the self-scheduling team shall be recorded in writing.

They shall be sent to the manager and the local union.

In the case of procedures not subject to an arrangement, the local provisions of the collective agreement apply.

3.07 Employees benefiting from self-scheduling may decide to set their normal work schedule as follows:

- work a normal workday of more than eight (8) hours;
- choose a schedule disregarding the minimum sixteen (16)-hour interval between shifts when they change shift;
- exchange work shifts within the current schedule;
- work more than one (1) out of every two (2) weekends;
- choose another distribution of their regular work hours or work week;
- work more than five (5) consecutive days.

3.08 Clause 3.07 of this letter of agreement applies despite any incompatible local or provincial provisions of the collective agreement or any special arrangements.

3.09 With the exception of voluntary service, self-scheduling cannot result in the modification of the constituent elements of the position of a member of the self-scheduling team or reduce the number of hours associated with their position.

3.10 The team agrees to meet to discuss and attempt to resolve any disagreement or dispute that may arise in the application or interpretation of this letter of agreement.

3.11 Given the voluntary nature of the self-scheduling model, the team, after confirming that they wish to opt out, may terminate the arrangement at any time.

3.12 When a position is posted as defined in the local provisions of the collective agreement and is subject to self-scheduling, the local parties agree to indicate, for information purposes, that the position is currently in a service, department or unit subject to self-scheduling.

ARTICLE 4 INVOLVEMENT AND MONITORING OF THE IMPLEMENTATION OF THE LETTER OF AGREEMENT

4.01 The local labour relations committee provided for in Article 33 of the provincial provisions of the collective agreement is mandated to implement and monitor the application of this letter of agreement.

4.02 Within the framework of this letter of agreement, this committee is mandated to:

- monitor and evaluate the impact of self-scheduling, in particular on the use of overtime, recourse to independent labour, employee satisfaction and the quality of care and services based on quantitative and qualitative analyses, and on indicators determined in advance by the committee;
- participate in the search for solutions where required.

ARTICLE 5 PROVINCIAL MONITORING OF THE LETTER OF AGREEMENT

5.01 The provincial parties agree to entrust to the provincial labour relations committee provided for in Article 33 of the provincial provisions of the collective agreement the mandate to discuss any issues encountered by the parties.

LETTER OF AGREEMENT

REGARDING CERTAIN METHODS OF RECOGNIZING PERFECT ATTENDANCE AT WORK

The parties agree to award a lump sum payment to recognize the perfect attendance at work of employees working on a self-scheduling team within the meaning of Letter of Agreement no. 22, which provides services twenty-four (24) hours a day, seven (7) days a week, and who work the number of hours associated with their job title according to the List of job titles, descriptions and salary rates and scales in the health and social services network, as follows:

a) The employee shall receive a lump sum payment of one hundred dollars ($100) when they actually work the number of hours associated with their job title, excluding overtime, during a two (2)-week period corresponding to a pay period.

b) The employee shall receive a lump sum payment of two hundred dollars ($200) when they actually work the number of hours associated with their job title, excluding overtime, during a second consecutive (2)-week period corresponding to a pay period.

An employee may receive up to three hundred dollars ($300) per four (4)-week period under this letter of agreement.

At the end of four (4) consecutive weeks, the employee may once again receive the above-mentioned lump sum payments, in the same sequence and according to the same terms and conditions.

For the purposes of applying the foregoing, when an employee benefits from authorized paid leave provided for in the collective agreement, the lump sum shall be paid in proportion to the regular hours worked during the reference period. An employee shall lose eligibility for the entire lump sum payment for the period covered during any other type of leave.

This letter of agreement shall expire on March 30, 2028.

LETTER OF AGREEMENT NO. 24

REGARDING CERTAIN EMPLOYEES WHO WERE RECEIVING THE INTENSIVE CARE PREMIUM

Employees who are not eligible for the critical care or the special critical care premium and who were receiving, on the effective date of this collective agreement, the daily intensive care premium provided for in Article 3 of Appendix C, Article 9 of Appendix E and Article 8 of Appendix G in the 2006-2010 collective agreement shall continue to benefit from this premium as long as they retain their position.

The rate of the daily intensive care premium applicable under this letter of agreement shall be $3.51 for the duration of the collective agreement.

LETTER OF AGREEMENT NO. 25

REGARDING CERTAIN JOB TITLES IN THE IT SECTOR

ARTICLE 1 Premium

Employees in one of the following job titles who take on one or more mandates involving the coordination or monitoring of projects shall receive a premium of ten percent (10%) of their hourly wage plus, if applicable, the additional compensation provided for in Appendix H for each hour during which they are in charge of these mandates in an establishment. This premium shall be paid to up to twenty-five percent (25%) of employees in the following job titles:

- Data processing analyst (1123);
- Specialized data processing analyst (1124);
- Computer technician (2123);
- Specialized computer technician (2124).

ARTICLE 2 Creation of a working committee

Within ninety (90) days of the effective date of the collective agreement, the parties agree to create a provincial working committee to oversee the job titles covered in Article 1.

The mandate of this committee shall be to:

- evaluate the appropriateness of implementing a procedure for recognizing competencies acquired in the workplace, as well as qualifying training activities within the framework of work done for the purposes of advancing up the salary scale;
- evaluate measures that could be implemented to facilitate the implementation of flexible work schedules and access to telework;
- analyze the impact of the premium provided for in Article 1 of this letter of agreement and consider the possibility of extending its application;
- analyze the impact of the premiums paid in the job titles covered on employee attraction and retention.

The working committee shall submit individual or joint recommendations to the negotiating parties no later than twelve (12) months before the end of the collective agreement.

The parties, during their work and during the term of the collective agreement, may agree to implement one or more of the measures agreed upon.

The working committee shall be made up of four (4) representatives of management and two (2) representatives of the union.

This letter of agreement shall expire on March 30, 2028.

LETTER OF AGREEMENT NO. 26

REGARDING INTERSHIFT OVERLAP FOR CERTAIN EMPLOYEES

ARTICLE 1

An employee with the job title of personal support worker or personal support worker team leader shall receive a premium of two percent (2%).

The premium applies to the base salary plus, if applicable, the responsibility supplement or premium.

ARTICLE 2

An employee on the recall list shall also benefit from the provisions of Article 1 of this letter of agreement.

LETTER OF AGREEMENT NO. 27

REGARDING UNION LEAVE FOR PROVINCIAL COMMITTEE MEMBERS

Notwithstanding the provisions of clause 6.05 of the collective agreement, union leave to take part in activities or to attend meetings of the provincial committees created by virtue of the 2023-2028 collective agreement shall be without pay and covered by the terms and conditions of the third (3rd) paragraph of clause 6.02 and of clause 6.03 of the collective agreement, with the appropriate adjustments.

These committees are as follows:

- Working committee on the Government and Public Employees Retirement Plan (RREGOP);
- Working committee on parental rights;
- Joint evaluation committee on the shortage of skilled labour and the attraction and retention of employees in certain job titles including skilled workers;
- Provincial interunion committee on the integration of Indigenous employees;
- Provincial committee to settle disputes arising from the health crisis;
- Provincial working committee to update the provincial provisions of the collective agreement following the creation of Santé Québec and the enactment of Bill 15;
- Provincial interunion committee to monitor the prevention and worker participation mechanisms provided for in the Act to modernize the occupational health and safety regime;
- Provincial interunion committee on certain job titles in the IT sector;
- Provincial committee to introduce the status of student employee.

LETTER OF AGREEMENT NO. 28

REGARDING THE CREATION OF A PROVINCIAL INTERUNION COMMITTEE TO MONITOR THE PREVENTION AND WORKER PARTICIPATION MECHANISMS IN THE ACT TO MODERNIZE THE OCCUPATIONAL HEALTH AND SAFETY REGIME

Within ninety (90) days of the effective date of the collective agreement, the parties shall create a provincial interunion committee to monitor the prevention and working participation mechanisms provided for in the Act to modernize the occupational health and safety regime (SQ 2021, c. 27) in health and social services establishments.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

- list and monitor the implementation of the various organizational structures of the prevention and worker participation mechanisms within the framework of the transitional measures provided for in the Act to modernize the occupational health and safety regime and within the framework of the Regulation respecting prevention and worker participation measures to be adopted;
- ask establishments for a report on the progress of the implementation of prevention and worker participation measures and measures relating to psychosocial risks;
- analyze the progress reports received;
- identify the organizational structures of prevention and worker participation measures that demonstrate potential for increased efficiency and effectiveness;
- collect and disseminate best prevention and worker participation practices;
- produce a report at the end of the interim regime;
- make recommendations and submit a final report to the negotiating parties six (6) months before the end of the collective agreement. The parties may also agree to make recommendations to the negotiating parties as they arise.

COMPOSITION OF THE COMMITTEE

The committee shall be made up of four (4) representatives of management, including one (1) representative of the Direction de l'expérience employé (DEE) - Direction générale de la gestion de la main-d'œuvre (DGGMO) of the Ministère de la Santé et des Services sociaux (MSSS) and seven (7) representatives of the union (one (1) representative from each organization (FSSS-CSN, FP-CSN, APTS, SCFP/CUPE-FTQ, SQEES-298-FTQ, FSQ-CSQ and SPGQ)).

If necessary, the parties may call on resource persons.

LETTER OF AGREEMENT NO. 29

REGARDING THE CREATION OF A WORKING COMMITTEE ON THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

Within ninety (90) days following the effective date of the collective agreements, the parties agree to create a working committee under the auspices of the Secrétariat du Conseil du Trésor's Bureau de la négociation gouvernementale on the financing of the members' fund following changes to the Government and Public Employees Retirement Plan (RREGOP).

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

1. examine and compare the funding approaches given the risks associated with the maturity of RREGOP, in particular enhanced differentiation and the integration of a dynamic margin for adverse deviations;
2. evaluate the appropriateness of modifying RREGOP's funding method based on the analyses;
3. perform an overall review of RREGOP's members' fund financing policy and propose updates, if applicable.

If the members of the working committee agree on their recommendations, they shall present a report to the negotiating parties.

The negotiating parties agree to review the appropriateness of maintaining the working committee in place when the collective agreements are renewed.

COMPOSITION OF THE COMMITTEE

The working committee shall be made up of a maximum of six (6) representatives of the Secrétariat du Conseil du trésor's Bureau de la négociation gouvernementale, and a maximum of one (1) representative of each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ), Fédération des travailleurs et travailleuses du Québec (FTQ), Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS), Fédération interprofessionnel du Québec (FIQ), Fédération autonome de l'enseignement (FAE), Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPQG) and Syndicat de la fonction publique et parapublique du Québec (SFPQ).

Each of these unions may request the services of a consultant as needed.

The members of the committee may require the services of representatives of Retraite Québec for certain tasks.

LETTER OF AGREEMENT NO. 30

REGARDING THE CREATION OF A PROVINCIAL INTERUNION COMMITTEE ON THE INTEGRATION OF INDIGENOUS EMPLOYEES

The parties agree to create a provincial interunion committee on the integration of Indigenous employees.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

- analyze the cultural issues related to the integration of Indigenous employees;
- analyze the issues related to compensation and access to certain job titles;
- help identify measures to foster the attraction and integration of Indigenous employees.

The committee shall make recommendations and submit a final report to the negotiating parties no later than six (6) months before the end of the collective agreement.

The parties may also agree to make recommendations to the negotiating parties as they arise.

COMPOSITION OF THE COMMITTEE

The committee shall be made up of eleven (11) designated members as follows:

- Four (4) representatives of management;
- Seven (7) representatives of the unions (one (1) representative from each of the following: FSSS-CSN, FP-CSN, APTS, SCFP/CUPE-FTQ, SQEES-298-FTQ, FSQ-CSQ and SPGQ).

If necessary, the parties may call on resource persons.

LETTER OF AGREEMENT NO. 31

REGARDING THE ATTRACTION AND RETENTION PREMIUM AIMED AT MITIGATING THE LABOUR SHORTAGE IN CERTAIN SKILLED WORKER JOB TITLES

CONSIDERING the shortage of skilled workers in the job titles eligible for the premium recently observed by the provincial joint committee to evaluate the shortage of skilled workers and described in the joint report;

CONSIDERING that the committee's work also shows that there is a shortage of skilled workers in the job titles cabinet maker/cabinet maker-carpenter and refrigeration machinery mechanic/refrigerationist/refrigeration mechanic based on the indicators used;

CONSIDERING the difficulty attracting and retaining employees in certain job titles in the skilled workers category;

CONSIDERING the need to monitor labour market developments in the coming years;

1. Premium for certain job titles in the skilled workers category

1.1 A fifteen percent (15%) premium shall be paid to skilled workers in the following job titles and shall remain in effect until the day before the collective agreements are renewed.

Job title	Health and social services	School service centres and school boards	Colleges
Electrician	3-6354	2-5104	4-C702
Machinist (millwright) / Specialized shop mechanic / Machinist	3-6353	2-5125	
Master electrician / Electrician, principal class / Chief electrician	3-6356	2-5103	4-C704
Stationary engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
Carpenter / Shop carpenter / Cabinet maker-carpenter	3-6364	2-5116	4-C707
Painter	3-6362	2-5118	4-C709
Plumber / Pipe mechanic / Pipe fitter / Plumbing/heating mechanic	3-6359	2-5115	4-C706

Job title	Health and social services	School service centres and school boards	Colleges
Maintenance mechanic / Millwright / Equipment repair mechanic	3-6360		4-C719
Heavy vehicle driver / Heavy vehicle and equipment operator, Class 2	3-6355	2-5308	4-C926
Mechanic, Class 1		2-5106	
Garage mechanic / Mechanic, Class 2	3-6380	2-5137	
Refrigeration machinery mechanic / Refrigerationist / Refrigeration mechanic	3-6352		
Cabinet maker / Carpenter-cabinet maker	3-6365	2-5102	4-C716

1.2 This premium shall also be paid to employees with the job title general caretaker (3-6388) and certified maintenance worker (2-5117/4-C708) provided that the employer certifies that the employee performs the duties of one of the job titles mentioned in clause 1.1, regardless of whether or not they have a diploma or its equivalent.[1]

1.3 For employees who hold a merged position, one of whose regular components is one of the job titles mentioned in clause 1.1, the following condition applies for the purpose of eligibility for the premium:

- Hours worked shall be compensated at the highest salary rate, plus the fifteen percent (15%) premium, provided the employee has performed the duties of a job title mentioned in clause 1.1 for at least fifteen (15) hours during the pay period.

1.4 The premium applies to the salary rate, as well as to the provisions of the collective agreement involving the preservation of salary during certain types of leave.

1.5 The provisions of clause 1.1 to 1.4 shall take effect on the effective date of the collective agreement.

1 However, for job titles in electricity, stationary engineering and plumbing, the employees must have a certificate of qualification.

2. Creation of a joint labour committee

2.1 Within one hundred eighty (180) days before the end of the collective agreement, the parties shall create a joint committee under the auspices of the Secrétariat du Conseil du trésor's Bureau de la négociation gouvernementale to study the shortage of skilled labour and means of attracting and retaining employees in the following job titles in the skilled workers category:

#	Job title	Health and social services	School service centres and school boards	Colleges
1	Pipe insulator	3-6395		
2	Heavy vehicle driver / Heavy vehicle and mobile equipment operator, Class 2	3-6355	2-5308	4-C926
3	Cabinet maker / Carpenter-cabinet maker	3-6365	2-5102	4-C716
4	Electrician	3-6354	2-5104	4-C702
5	Tinsmith	3-6369		
7	Master electrician / Electrician, principal class / Chief electrician	3-6356	2-5103	4-C704
8	Refrigeration machinery master mechanic	3-6366		
9	Master plumber / Master pipe mechanic	3-6357	2-5114	
10	Mechanic, Class 1		2-5106	
11	Garage mechanic / Mechanic, Class 2	3-6380	2-5137	
12	~~Stationary engineer~~	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
13	Refrigeration machinery mechanic / Refrigerationist / Refrigeration mechanic	3-6352		
14	Millwright / Equipment maintenance mechanic	3-6360		4-C719
15	Cabinet maker / Shop cabinet maker / Carpenter-cabinet maker	3-6364	2-5116	4-C707
16	General caretaker / Certified caretaker	3-6388	2-5117	4-C708
17	Painter	3-6362	2-5118	4-C709
18	Plasterer	3-6368		

#	Job title	Health and social services	School service centres and school boards	Colleges
19	Plumber / Pipe mechanic / Pipe fitter / Plumbing-heating mechanic	3-6359	2-5115	4-C706
20	Locksmith	3-6367	2-5120	
21	Welder / Blacksmith-welder	3-6361	2-5121	
22	Glazier-installer-mechanic		2-5126	
23	Electromechanic	3-6423		

2.2. **The mandate of this committee shall be to:**

i. analyze the impact of the attraction and retention premium on the eligible job titles based on quantitative and qualitative analyses, in particular, consultations of unions and establishment managers, as well as on the analysis of the following indicators:

- change in the number of people;
- retention rate;
- rate of vulnerable employment;
- overtime;

ii. analyze the attraction and retention of employees with the job titles mentioned in clause 2.1 who are not covered by the premium based on organizational needs in a significant proportion of establishments in the parapublic sector;

iii. analyze the development of the labour shortage observed among skilled workers based on qualitative and quantitative data**,** in particular by updating the indicators used by the provincial working committee on the shortage of skilled workers and the retention of employees in skilled worker job titles provided for in the 2020-2023 collective agreements;

iv. assess the relevance of maintaining the fifteen percent (15%) premium beyond its end date, or modifying it or broadening it to certain job titles mentioned in clause 2.1, if applicable;

v. make individual or joint recommendations to the negotiating parties no later than ninety (90) days before the end of the collective agreement.

2.3 The working committee shall be made up of six (6) representatives of management and two (2) representatives of each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT NO. 32

REGARDING THE CREATION OF A PROVINCIAL WORKING COMMITTEE TO UPDATE THE PROVINCIAL PROVISIONS OF THE COLLECTIVE AGREEMENT FOLLOWING THE CREATION OF SANTÉ QUÉBEC AND THE ENACTMENT OF BILL 15, AN ACT TO MAKE THE HEALTH AND SOCIAL SERVICES SYSTEM MORE EFFECTIVE

CONSIDERING the enactment on December 9, 2023, of Bill 15, an Act to make the health and social services system more effective;

CONSIDERING the creation of Santé Québec;

CONSIDERING the Act respecting bargaining units in the social affairs sector (U-0.1) and the forthcoming changes;

CONSIDERING the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R-8.2);

CONSIDERING that the parties agree to evaluate the need to update the provisions of the SQEES-FTQ provincial collective agreement through cross referencing;

The parties agree to the following:

Within ninety (90) days following the effective date of the collective agreement, the parties agree to create a provincial working committee to update the provincial provisions of the collective agreement following the creation of Santé Québec and the enactment of Bill 15.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

- recommend updates to the collective agreement and the cross referencing deemed necessary following the creation of Santé Québec and the enactment of Bill 15, in particular with regard to:
    1. seniority (Article 12), including the issue of employee seniority in an unmerged Santé Québec establishment;
    2. the layoff procedure (Article 14);
    3. employment security (Article 15)
    4. union leave (Article 6);
    5. regional disparities (Appendix M);
- produce a report and make recommendations to the negotiating parties, no later than twelve (12) months before the end of the collective agreement. The parties may also agree to make recommendations to the negotiating parties as they arise.

COMPOSITION OF THE COMMITTEE

The committee shall be made up of four (4) representatives of management and four (4) representatives of the union.

If necessary, the parties may add an additional member.

LETTER OF AGREEMENT NO. 33

REGARDING LEGAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR (5321)

The salary increase of an employee with the job title legal secretary (5321) who was at steps 6 to 9 of their salary scale at the time of the integration on April 2, 2019, under Letter of Agreement no. 33 regarding legal secretaries in the health and social services sector (5321) of the 2016-2020 collective agreement shall be modified on the next date of advancement up the salary scale provided for in the collective agreement in order to give them access to the next salary increase level, until they have access to the maximum of 8.87% for the period between January 1, 2021, and March 31, 2021, 8.89% for the period between April 1, 2021, and March 31, 2022, and 9.19% as of April 1, 2022.

When the employee has spent one (1) year at step 7, they shall be entitled to the increases indicated below on the date of advancement up the salary scale provided for in the collective agreement until they have access to the maximum of 8.87% for the period between January 1, 2021, and March 31, 2021, 8.89% for the period between April 1, 2021, and March 31, 2022, and 9.19% as of April 1, 2022.

Legal secretary (5321)

Percent increase

Step	Salary increase for 2021-01-01 to 2021-03-31	Salary increase for 2021-04-01 to 2022-03-31	Salary increase as of 2022-04-01
1	0.00%	0.00%	0.00%
2	0.00%	0.00%	0.00%
3	0.00%	0.00%	0.00%
4	0.00%	0.00%	0.00%
5	0.00%	0.00%	0.00%
6	0.00%	0.00%	0.00%
7	0.00%	0.00%	0.00%
1 year at step 7	2.31%	2.30%	2.62%
2 years at step 7	5.43%	5.40%	5.73%
3 years or more at step 7	8.87%	8.89%	9.19%

LETTER OF AGREEMENT NO. 34

REGARDING THE CREATION OF A WORKING COMMITTEE ON PARENTAL RIGHTS

Within thirty (30) days following the effective date of the collective agreement, the parties agree to create a working committee on parental rights under the auspices of the Secrétariat du Conseil du trésor's Bureau de la négociation gouvernementale.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

1. analyze the provisions regarding parental rights provided for in the collective agreement in order to:
   a) ensure that the terms used are inclusive and consistent with those used in the legislation;
   b) ensure that the provisions are consistent with the legal and regulatory framework for surrogacy;
2. identify the changes to be made to the master document on parental rights.

At the end of their work, the working committee shall suggest changes to the master document on parental rights to the negotiating parties. Subject to acceptance of these suggested changes by all of the unions,[1] the negotiating parties shall agree on letters of agreement in order to amend the provisions of the collective agreement regarding parental rights.

COMPOSITION OF THE COMMITTEE

The working committee shall be made up of a maximum of four (4) representatives of management and one (1) representative of each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ), Fédération des travailleurs et travailleuses du Québec (FTQ) and Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS).

1. In addition to the unions covered by this letter of agreement, the following unions must also accept the suggested changes: Fédération interprofessionnelle du Québec (FIQ), Fédération autonome de l'enseignement (FAE), Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) and Syndicat de la fonction publique et parapublique du Québec (SFPQ).

LETTER OF AGREEMENT NO. 35

REGARDING THE CREATION OF THE JOB TITLES PACIFICATION AND SAFETY INTERVENTION SPECIALIST AND PACIFICATION AND SAFETY INTERVENTION SPECIALIST TEAM LEADER

1. Creation of job titles

1.1 Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to submit a draft amendment to the List of job titles, descriptions and salary rates and scales in the health and social services network aimed at creating the following job titles:

- Pacification and safety intervention specialist (35 h – 36.25 h – 37.5 h – 38.75 h);
- Pacification and safety intervention specialist team leader (35 h – 36.25 h – 37.5 h – 38.75 h);

1.2 The ranking of the job title pacification and safety intervention specialist is 10, and that of the job title pacification and safety intervention specialist team leader is 11.

1.3 No later than ninety (90) days after the collective agreement is signed, the parties shall make an effort to agree on ratings for each of the seventeen (17) subfactors of the evaluation system. If they are unable to reach an agreement, the ratings shall be determined by management.

1.4 The creation of these job titles is not subject to the procedure for amending the List of job titles provided for in Article 8 of the collective agreement.

2. Abolishment of job titles

2.1 Within thirty (30) days of the effective date of the collective agreement, the MSSS undertakes to abolish the following job titles in the List of job titles:

- Intervention officer (3545);
- Medico-legal intervention officer (3544);
- Psychiatric intervention officer (3543);
- Intervention officer team leader (3555);
- Medico-legal intervention officer team leader (3554);
- Psychiatric intervention officer team leader (3553).

2.2 The abolishment of these job titles is not subject to the procedure for amending the List of job titles provided for in Article 8 of the collective agreement.

3. Integration into new job titles

3.1 Employees whose job title has been abolished shall integrate their new job title as follows:

ABOLISHED JOB TITLE	NEW JOB TITLE
Intervention officer (3545)	Pacification and safety intervention specialist
Medico-legal intervention officer (3544)	
Psychiatric intervention officer (3543)	
Intervention officer team leader (3555)	Pacification and safety intervention specialist team leader
Medico-legal intervention officer team leader (3554)	
Psychiatric intervention officer team leader (3553)	

3.2 An employee who, when one of the above-mentioned job titles is abolished, holds a position or an assignment corresponding to the new job title shall be integrated into the new job title, based on the weekly number of hours associated in the List of job titles with the position or assignment they held.

3.3 An employee who is integrated into a new job title is deemed to meet the normal requirements of the job in the position or assignment they hold when they are integrated. The employee also undertakes to perform the duties associated with the job title. An employee registered on a recall list shall be deemed to be registered for the new job titles corresponding to those for which they were registered before the creation of the new job titles.

3.4 Employees shall be integrated into the new salary scale in accordance with the provisions of the collective agreement.

LETTER OF AGREEMENT NO. 36

REGARDING THE CREATION OF THE JOB TITLE HEALTH AND SOCIAL SERVICES ASSISTANT TEAM LEADER

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to submit a draft amendment to the List of job titles, descriptions and salary rates and scales in the health and social services network aimed at creating the job title health and social services assistant team leader.

The ranking of the job title health and social services assistant team leader is 10 at the single rate.

No later than ninety (90) days after the collective agreement is signed, the parties shall make an effort to agree on ratings for each of the seventeen (17) subfactors of the evaluation system for this new job title. If they are unable to reach an agreement, the ratings shall be determined by management.

The creation of this job title is not subject to the procedure for amending the List of job titles provided for in Article 8 of the collective agreement.

LETTER OF AGREEMENT NO. 37

REGARDING THE ABOLISHMENT OF THE JOB TITLES ADMINISTRATIVE OFFICER, CLASS 4, CLERICAL AND ADMINISTRATIVE SECTORS

ABOLISHMENT OF JOB TITLES

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to submit a draft amendment to the List of job titles, descriptions and salary rates and scales in the health and social services network aimed at abolishing the following job titles:

- Administrative officer, Class 4 – Clerical sector (5318);
- Administrative officer, Class 4 – Administrative sector (5319).

The abolishment of these job titles shall take effect once all employees have been integrated into the job titles mentioned below.

The abolishment of these job titles is not subject to the procedure for amending the List of job titles provided for in Article 8 of the collective agreement.

INTEGRATION INTO NEW JOB TITLES

Employees whose job title administrative officer, Class 4 – clerical sector (5318) has been abolished shall integrate their new job title of administrative officer, Class 3 – Clerical sector (5316).

Employees whose job title administrative officer, Class 4 – administrative sector (5319) has been abolished shall integrate their new job title of administrative officer, Class 3 – administrative sector (5317).

The employees shall be integrated into the new job title on the effective date of the collective agreement.

For the purposes of integration into the new job title, an employee who holds a position or an assignment corresponding to the new job title shall be integrated into the new job title, based on the weekly number of hours associated in the List of job titles with the position or assignment they held.

An employee who is integrated into a new job title is deemed to meet the normal requirements of the job in the position or assignment they hold when they are integrated. The employee also undertakes to perform the duties associated with the job title. An employee registered on a recall list shall be deemed to be registered for the new job titles corresponding to those for which they were registered before the creation of the new job titles.

The integration of the employee in their new job title shall not change their salary step[1] or the amount of time they spend on a step for the purposes of moving up the salary scale.

1. Employees shall be integrated “step by step.”

LETTER OF AGREEMENT NO. 38

REGARDING THE CREATION OF A PROVINCIAL COMMITTEE TO INTRODUCE THE STATUS OF STUDENT EMPLOYEE

CONSIDERING the current and anticipated labour shortage;

CONSIDERING the need to provide more support for the various work teams in the health and social services sector;

CONSIDERING that the parties wish to enhance the contribution of student employees in order to provide existing teams with additional support;

CONSIDERING the parties' desire to implement measures to foster the integration and retention of students in the health and social services sector;

CONSIDERING the parties' desire to promote job opportunities in the health and social services sector and offer student employees the chance to start their career before they obtain a diploma in a field of study required by a given job title;

CONSIDERING the need to offer student employees non-discriminatory working conditions;

The parties agree to the following:

Within sixty (60) days following the effective date of the collective agreement, the parties shall create a provincial committee to introduce the status of student employee and define their contribution to the health and social services sector.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

- agree on pilot projects to integrate students;
- determine the job titles covered for the purpose of implementing pilot projects;
- pursue discussions on the terms and conditions applicable to student employees;
- examine the current presence and contribution of student employees in the health and social services sector and identify means of maximizing their contribution;
- define labour indicators, in particular the retention rate, the number of pilot projects implemented, the number of years of schooling of the student employees, the satisfaction rate and the retention rate;
- evaluate the impacts of the pilot projects based on an analysis of the indicators defined by the working committee;
- make recommendations to the negotiating parties;

- produce a final progress report on the application of the letter of agreement for the negotiating parties no later than six (6) months after the end of the collective agreement.

COMPOSITION OF THE COMMITTEE

The committee shall be made up of three (3) representatives of management and three (3) representatives of the union.

If necessary, the parties may call on resource persons.

LETTER OF AGREEMENT NO. 39

REGARDING THE CREATION OF A PROVINCIAL COMMITTEE TO SETTLE DISPUTES ARISING FROM THE HEALTH CRISIS

CONSIDERING the various disputes filed by the Syndicat québécois des employées et employés de service, section locale 298 (SQEES-FTQ) concerning the application of the ministerial decrees and orders issued under section 118 of the Public Health Act (S-2.2) as a result of the COVID-19 health emergency;

CONSIDERING the agreement reached on August 16, 2021, between the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the SQEES-FTQ respecting the grievances concerning challenges to the application of the ministerial decrees and orders issued under section 118 of the Public Health Act for employees in the nursing and cardiorespiratory care category;

CONSIDERING the end of the COVID-19 health emergency;

CONSIDERING the parties' desire to find solutions to settle these disputes;

The parties agree to the following:

1. Within thirty (30) days following the effective date of the provincial provisions of the collective agreement, the parties shall create a provincial working committee to settle disputes relating to the COVID-19 health crisis;
2. Within one hundred fifty (150) days following the effective date of the provincial provisions of the collective agreement, the parties agree to draw up a list of active disputes and classify them as agreed upon.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

- establish a schedule for the work to be done;
- analyze and evaluate the list of disputes received in order to promote settlement between the parties;
- make an effort to find satisfactory solutions to the disputes in question;
- if the disputes are not settled within nine (9) months of the creation of the committee, the parties agree to discuss possible avenues and processes to resolve the disputes;
- evaluate the appropriateness of broadening the application of this letter of agreement to other disputes.

COMPOSITION OF THE COMMITTEE

The committee shall be made up of three (3) representatives of management and three (3) representatives of the union.

If necessary, the parties may add an additional member.

LETTER OF AGREEMENT NO. 40

REGARDING MEMBERSHIP DUES TO PROFESSIONAL ORDERS

ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees in the office personnel and administrative technicians and professionals category and the health and social services technicians and professionals category who hold a full-time position involving the number of hours provided for in their job title, and whose membership in a professional order is a requirement of their position.

ARTICLE 2 TERMS AND CONDITIONS

As of the effective date of the collective agreement, employees covered by this letter of agreement shall benefit from a reimbursement of fifty percent (50%) of the dues payable to their professional order up to a maximum of four hundred dollars ($400) a year.[1]

The employee shall be reimbursed upon presentation of supporting documents attesting to their payment of the dues.

If an employee becomes covered by this letter of agreement over the course of the year, the reimbursement of the professional dues shall be in proportion to the amount of time before the next annual payment date of the professional dues.

An employee who comes from a health and social services establishment who has already been reimbursed for their dues payable to a professional order cannot benefit from another reimbursement for the same period.

If the employee leaves their job without proof that they will be occupying another position in the health and social services sector, they shall pay the reimbursement back to the employer, in proportion to the number of hours they would have worked until the next annual payment of dues to their professional order.

1. This provision also applies to employees in the health and social services technicians and professionals category on the registry of employees benefiting from acquired rights allowing them to perform acts reserved to members of a professional order.

LETTER OF AGREEMENT NO. 41

REGARDING CERTAIN EMPLOYEES EMPLOYED BY CRDI CHAUDIÈRE-APPALACHES

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1. Employees employed by Hôpital St-Julien before May 1, 2000, who were transferred to CRDI Chaudière-Appalaches[1] and who benefit from the weekly premium for taking the orientation course on dealing with psychiatric users or the equivalent as provided for in Article 2 of Appendix I of the collective agreement shall continue to receive the premium as long as they remain employed by the establishment.

2. Employees employed by Hôpital St-Julien before May 1, 2000, who were transferred to CRDI Chaudière-Appalaches and who benefit from the psychiatry premium provided for in clause 9.21 of Article 9 of the collective agreement shall continue to receive the premium as long as they remain employed by the establishment and work in a job title whose duties are related to the rehabilitation, care and supervision of users.

3. Employees employed by Hôpital St-Julien before May 1, 2000, who were transferred to CRDI Chaudière-Appalaches shall continue to benefit from the provisions of Article 3 of Appendix I of the collective agreement as long as they remain employed by the establishment.

4. Employees who were employed by Hôpital St-Julien before May 1, 2000, and were transferred before that date to CRDI Chaudière-Appalaches shall benefit from the provisions of clauses 1 to 3 of this letter of agreement.

1. Part of the Centre intégré de santé et de services sociaux de Chaudière-Appalaches.

LETTER OF AGREEMENT NO. 42

REGARDING LOCAL PROJECTS AIMED AT IMPROVING OVERALL EMPLOYEE HEALTH

The parties agree to entrust the local health and safety committee with the mandate of implementing and monitoring local projects.

The parties shall have previously identified promising local projects for health and social services establishments among those having been implemented as part of the Forum santé globale (2021-2023).

The local parties shall implement projects relating to employees' overall health, in particular in the following sectors:

- Residences with continuous assistance (RAC);
- Private establishments with agreements (EPC);
- Long-term care facilities (CHSLD).

ARTICLE 1 LOCAL PROJECTS

Local projects must be designed to achieve one of the following objectives:

- Improve employee well-being in the workplace;
- reduce the number and duration of disability-related absences;
- foster the return and retention of employees following a disability in accordance with their condition;
- foster employee attraction and retention;
- discuss means of better protecting employees who are victims of violence from clients or their family members;
- evaluate training offerings and implement promising local training projects aimed at improving workplace health, safety and well-being.

The parties may agree to discuss any other topic related to overall employee health.

When a local project requires funding, it shall be submitted to the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) for approval and financing.

Starting on April 1, 2023, and until March 30, 2028, the parties shall have a budget of $723,525 per fiscal year to carry out local projects.

The provincial labour relations committee provided for in Article 33 of the provincial provisions of the collective agreement shall be responsible for monitoring and evaluating pilot projects.

The committee shall produce a report on the pilot projects six (6) months before the end of the collective agreement.

LETTER OF AGREEMENT NO. 43

REGARDING ADMINISTRATIVE PROCESSES SPECIALISTS

The parties agree to create a provincial interunion committee to study the gender predominance of the administrative processes specialists job category once all of the data concerning the 2025 pay equity maintenance period, i.e. the period between December 21, 2020, and December 20, 2025, becomes available.

The mandate of this committee shall be to study the gender predominance of job category 9 – administrative processes specialist (1109).

The committee shall be made up of at least six (6) members: three (3) representatives of management and three (3) representatives of the union (FSSS-CSN, SCFP/CUPE-FTQ and SQEES-FTQ).

The committee shall agree on the committee's functioning.

The duration of the committee's mandate shall be sixty (60) days after it is created. This committee is a specific case and cannot be invoked as a precedent.

LETTER OF AGREEMENT NO. 44

REGARDING THE LUMP SUM PAYMENT TO EMPLOYEES IN THE JOB LICENCED PRACTICAL NURSE (3455) AND LICENCED PRACTICAL NURSE TEAM LEADER (3445)

CONSIDERING that licensed practical nurses and licenced practical nurse team leaders are just as much a part of the care team as personal support workers;

CONSIDERING that the care team performs tasks that complement personal support and nursing care for the benefit of users in care units;

The parties agree to the following:

A lump sum shall be paid to employees with the job title licensed practical nurse (3455) and licensed practical nurse team leader (3445) whose salary rate on the scale is lower than the single rate in ranking no. 9.

This lump sum amount shall correspond to the difference between the single rate for ranking no. 9 and the hourly salary rate of employees at step 1 or 2.

This lump sum shall be paid with each pay for each hour compensated in the job titles licensed practical nurse and licensed practical nurse team leader. Moreover, it shall be adjusted based on the employee's advancement up the salary scale.

The lump sum shall not be considered in the calculation of premiums and is non-contributory for the purposes of the pension plan.

This letter of agreement shall take effect on April 1, 2020.

LETTER OF AGREEMENT NO. 45

REGARDING MEDICAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR (5322)

As of the date this collective agreement is signed, and until March 30, 2028, an employee with the job title medical secretary (5322) shall receive a three percent (3%) premium.

The premium shall apply to the salary rate, as well as to the provisions of the collective agreement involving the preservation of salary during certain types of leave.

The percentage of the premium shall be reduced by any salary correction related to a regulation or a decision handed down by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) or other agency concerning pay equity complaints, up to a maximum of three percent (3%).

Moreover, for the purpose of paying pay equity corrections, if applicable, the amounts paid for the premium shall be reduced from the amounts owing by the employer.

If a regulation or decision handed down by the CNESST or other agency is not favourable to the plaintiffs, payment of the three percent (3%) premium to employees with the job title medical secretary (5322) shall nonetheless be maintained until March 30, 2028.

LETTER OF AGREEMENT NO. 46

REGARDING UPDATING THE INSTITUTIONS AND FACILITIES COVERED BY APPENDICES I, O AND P OF THE COLLECTIVE AGREEMENT

Within thirty (30) days following the effective date of the collective agreement, the parties shall create a provincial working committee to update the facilities covered by appendices I, O and P.

MANDATE OF THE COMMITTEE

The mandate of this committee shall be to:

- study and analyze updating requests from establishments, unions or one of the provincial parties concerning the facilities covered by appendices I, O and P;
- submit to the negotiating parties recommendations on a schedule determined by the parties.

The committee shall meet within thirty (30) days of receiving a request.

The committee shall define its operating rules and establish its work plan taking its mandate into account.

COMPOSITION OF THE COMMITTEE

The committee shall be made up of three (3) representatives of management and three (3) representatives of the union.

If necessary, the parties may call upon a resource person.

LETTER OF AGREEMENT NO. 47

REGARDING AMENDMENTS TO THE LIST OF JOB TITLES FOR CERTAIN JOB TITLES IN THE TECHNICIANS CATEGORY

CONSIDERING the current labour shortage, the parties agree to change the requirements provided for certain job titles in the technicians category.

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to submit a draft amendment to the List of job titles, descriptions and salary rates and scales in the health and social services network to allow employees to access certain job titles in the technicians category if they have:

a Diploma of College Studies (DCS) and a relevant bachelor's degree for the following job titles:

- paralegal (2112);
- communications technician (2275);
- documentation technician (2356);
- building service technician (2374);
- instrumentation and control technician (2379); or

a relevant Attestation of College Studies (ACS) involving eight hundred (800) hours or more and relevant experience in the field concerned for the following job titles:

- paralegal (2112);
- audiovisual technician (2258);
- communications technician (2275);
- documentation technician (2356);
- electromechanic technician (2371);
- building service technician (2374);
- mechanical fabrication technician (2377);
- instrumentation and control technician (2379).

The changes to these job titles are not subject to the procedure for amending the List of job titles provided for in Article 8.

A union, union central or employer may request a exemption in order to recognize an ACS involving less than eight hundred (800) hours. To do so, it must send the MSSS a written request with the reasons for the modification using the appropriate form. This derogation is also possible for the following job titles:

- Contributions technician (2102);
- Administrative technician (2101);
- Graphic arts technician (2333);

- Electronics technician (2369);
- Computer technician (2123);
- Specialized computer technician (2124).

Unless this is a joint request, a copy shall be sent to the other party.

The MSSS shall notify the union groupings of all requests for derogation it receives.

LETTER OF AGREEMENT NO. 48

REGARDING CERTAIN METHODS OF MAKING FULL-TIME POSITIONS MORE ATTRACTIVE TO EMPLOYEES IN THE NURSING AND CARDIORESPIRATORY PERSONNEL CATEGORY

CONSIDERING the specific nature of the work done in services and departments where services are provided twenty-four (24) hours a day, seven (7) days a week, by employees in the nursing and cardiorespiratory care category;

The parties agree to the following:

SECTION I 9/14 SCHEDULE FOR EMPLOYEES WHO HOLD A FULL-TIME POSITION ON A STABLE EVENING SHIFT

Employees who hold a full-time position on a stable evening shift whose regular work week is spread out over five (5) days in a service or department where services are provided twenty-four (24) hours a day, seven (7) days a week can benefit, upon agreement with the employer, from a work arrangement involving a schedule of nine (9) workdays per fourteen (14)-day period.

In no case shall this local arrangement generate additional costs.

If it is impossible to grant all willing employees access to a schedule of nine (9) workdays per fourteen (14)-day period, the employer shall implement the arrangement based on seniority.

An employee who wishes to work a schedule of nine (9) workdays per fourteen (14)-day period over twenty-four (24) fourteen (14)-day periods shall benefit from one (1) paid day of leave per fourteen (14)-day period, in the following manner and order:

i. through the reduction of nine (9) statutory holidays and three (3) sick days, for the equivalent of twelve (12) fourteen (14)-day periods;

ii. and through the conversion of part of their evening shift premium into time off for the equivalent of twelve (12) days over twelve (12) fourteen (14)-day periods.

For the purposes of applying the preceding paragraph, the method for converting the evening shift premium into paid days off shall be as follows:

- Six percent (6%) shall be equivalent to twelve (12) days.

If the employee ceases to be covered by this letter of agreement over the course of the year, the reduction in the number of statutory holidays and sick days provided for in subparagraph i) of this section shall be established in proportion to the amount of time elapsed since the last anniversary date of the application of the letter of agreement to the employee and the end date with respect to a complete year.

In such a case, the employer shall also pay the employee working a stable evening shift an amount corresponding to the portion of the premium that was not converted, in proportion to the number of days worked between the anniversary date of the application of the letter of agreement to the employee and the end date with respect to the number of workdays included in this period. For the purposes of this provision, days of leave resulting from the application of subparagraphs i) and ii) of this section, if applicable, shall be deemed to be days worked.

No later than December 15 of each year, the employer shall make the necessary monetary adjustments, if applicable, with respect to the enhanced evening premium, whether or not it has been converted into days off.

PART IV

LETTERS OF INTENT

LETTER OF INTENT NO. 1

REGARDING THE PROMOTION OF LETTER OF AGREEMENT 17

The local parties agree to promote Letter of Agreement no. 17 concerning flexible working hours.

LETTER OF INTENT NO. 2

REGARDING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) FOR THOSE COVERED UNDER THE ACT RESPECTING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN

1. Legislative and regulatory amendments

The government undertakes to enact the necessary proposed regulations and to propose to the National Assembly for adoption the legislative provisions necessary to make the changes provided for in articles 2 and 3 to the Act respecting the Government and Public Employees Retirement Plan.

2. Progressive retirement

The initial duration of a progressive retirement arrangement shall be maintained for a period of at least one (1) year and up to five (5) years. However, as of the date the bill implementing this amendment is presented to the National Assembly or no later than June 30, 2024, an employee who is a party to such an arrangement may agree with their employer, in writing more than six (6) months before the end of the arrangement, to extend the arrangement. It is possible to extend the arrangement more than once, but the employee must reach an agreement in writing with their employer more than six (6) months before the end of the extension. Extensions to the agreement must be for at least one (1) year and up to five (5) years.

The term of the arrangement thus extended may exceed five (5) years, but regardless of any extension, the total duration of the arrangement shall not exceed seven (7) years.

In the case of a progressive retirement arrangement that ends on the effective date of this amendment and within nine (9) months following that date, there will be no deadline for the employee to reach an agreement with their employer to extend the arrangement.

3. Maximum age for participation in the retirement plan

As of January 1, 2025, the maximum age for participation in the retirement plan shall be increased to correspond to December 30 of the year in which the participant reaches the age of seventy-one (71).

The amendment described in Article 3 of this letter of intent also applies to the Pension Plan of Certain Teachers (PPCT), with the necessary adaptations.

LETTER OF INTENT NO. 3

REGARDING THE EMPLOYER'S OBLIGATIONS WITH RESPECT TO CONJUGAL, FAMILY AND SEXUAL VIOLENCE

CONSIDERING that conjugal, family and sexual violence is a serious and persistent problem and that employees in the health and social services sector are not immune;

CONSIDERING the major impact on employees who are victims of conjugal, family or sexual violence and the repercussions for the employer;

CONSIDERING the employer's legal obligations;

In the workplace, the employer shall take the measures necessary to ensure the protection of an employee who is exposed to a situation of conjugal, family or sexual violence.

It undertakes to respect its legal obligations in the matter set out in the Act respecting labour standards (CQLR, c. N-1.1) and the Act respecting occupational health and safety (CQLR, c. S-2.1).

Information about a situation of conjugal, family or sexual violence is confidential. However, the employer may disclose this information when it has reasonable motive to believe that the employee is at serious risk of death or serious injury.

The local parties may reach an agreement to allow the employee to take leave because of conjugal, family or sexual violence in accordance with the working conditions in effect.

SQEES 298 FTQ

Syndicat québécois
des employées
et employés de service

HEAD OFFICE

METROPOLITAN REGION
565, Cremazie Blvd East, Suite 4300
MONTREAL H2M 2V6
toll free : 1 800 361-8101

MAURICIE REGION
7080, Marion Blvd, Suite 208
TROIS-RIVIERES G9A 6G4
toll free : 1 800 361-8101

QUEBEC REGION
5000, des Gradins Blvd, Suite 130
QUÉBEC G2J 1N3
toll free : 1 800 361-8101

LAURENTIANS REGION
330, Parent Street, Suite 207
ST-JEROME J7Z 2A2
toll free : 1 800 361-8101

OUTAOUAIS REGION
259, St-Joseph Blvd, Suite 307
GATINEAU J8Y 6T1
toll free : 1 800 361-8101

SAGUENAY / LAC ST-JEAN REGION
2679, du Royaume Blvd, Suite 220
JONQUIERE G7S 5T1
toll free : 1 800 361-8101

WWW.SQEES.CA

info@sqees.ca

1-877-727-1788