

COLLECTIVE AGREEMENT

REACHED BETWEEN

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES (FTQ)

**June 16, 2024
March 31, 2028**

SCFP	Signature	Effective Date	Expiry
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PART I
ARTICLES

ARTICLE 1

DEFINITION OF TERMS

1.01 1. Employee

Designates any person included in the bargaining unit who works for the employer and receives remuneration for that work or who is on a leave of absence authorized under this collective agreement. The term also includes a "union officer on leave" as provided in article 6 of this collective agreement.

An employee who temporarily holds a position outside the bargaining unit continues to be covered by the collective agreement. However, the employer's decision to return that employee to her/his regular position cannot be the subject of a grievance.

2. Full-time employee

Designates any employee who works the number of hours provided in her/his job title.

The parties may decide by local agreement that an employee on the recall list w

ho has been given a full-time assignment that is expected to last six (6) months or more, will, at her/his request, be considered a full-time employee for that period.

3. Part-time employee

Designates any employee who works fewer hours than the number provided in her/his job title. A part-time employee who exceptionally works the total number of hours provided in her/his job title continues to have the status of a part-time employee.

4. Position

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

If two (2) or more part-time employees perform work covered by the same job title in the same service or department, the employer must create a full-time position, provided that the part-time employees' hours of work are compatible, they do not result in the application of clause 7.10 on change of work shift, and they constitute a normal, regular work week once juxtaposed.

In an initiation and trial period, an employee who decides to return to her/his former position or who is called on to return to her/his former position at the employer's request does so without prejudice to her/his rights acquired in her/his former position.

5. Service

When the term "service" is used, its definition is the one negotiated and agreed upon at the local level.

6. Promotion

Designates the transfer of an employee from one position to another with a salary scale that has a higher maximum.

7. Transfer

Designates the transfer of an employee from one position to another, with or without a change in job title, with a salary scale that has an identical maximum.

8. Demotion

Designates the transfer of an employee from one position to another with a salary scale that has a lower maximum.

9. Accounting period

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

10. Spouse

Designates people who:

- a) are married and living together;
- b) live together in a civil union;
- c) are of the opposite or the same sex and have been living together as if married and are parents of the same child;
- d) are of the opposite or the same sex and have been living together as if married for at least one (1) year.

11. Dependent child

Designates a child of an employee, of her/his spouse or of both, who is unmarried and residing or domiciled in Canada, depends on the employee for support, and meets one of the following conditions:

- is under eighteen (18);
- is up to twenty-five (25) years old and attends a recognized educational institution as a duly registered full-time student;
- regardless of her/his age, becomes totally disabled at a time when she/he meets one of the above conditions and remains continually disabled as of that time.

1.02 Probation period

Any new employee is subject to a probation period. During this period, she/he is entitled to all the benefits of this collective agreement.

The terms of the probation period are negotiated and agreed upon at the local level.

However, in the event of dismissal, she/he is only entitled to use the grievance procedure once her/his probation period has been completed.

1.03 Position temporarily without an incumbent

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

1.04 Recall list

When the term "recall list" is used, its definition is the one negotiated and agreed upon at the local level.

ARTICLE 2

MANAGEMENT RIGHTS

The union recognizes the employer's right to exercise his management and administrative duties in a manner that is compatible with the provisions of this collective agreement.

ARTICLE 3

GENERAL PROVISIONS

3.01 Purpose

The purpose of these provisions is to establish orderly relations between the parties, define good working conditions that ensure employees' safety and well-being, and make it easier to settle labour relations problems, thereby promoting good relations between the employer and the employees.

3.02 Computerized lists

Lists that the employer is required to transmit to the union under the provisions of the collective agreement are provided at the union's request, in computerized format if available.

ARTICLE 4

UNION RECOGNITION AND SCOPE OF APPLICATION

- 4.01** The employer hereby recognizes the union as the sole bargaining agent for the purposes of negotiating and concluding a collective labour agreement on behalf of all employees covered by the certification issued in accordance with the Labour Code (CQLR, c. C-27).
- 4.02** If a difficulty arises in interpreting the certification, the relevant legislative provisions will apply and no arbitrator will be called upon to interpret the meaning of that text.
- 4.03** No special agreement on working conditions differing from those provided in this collective agreement, and no special agreement on working conditions that are not provided in this collective agreement is valid between an employee and an employer unless it has received the written approval of duly mandated union officials.
- 4.04** Any resignation must be immediately communicated in writing to the union. An arbitrator may weigh the circumstances surrounding an employee's resignation and the significance of her/his consent.
- 4.05** The employer removes from an employee's file any notice of disciplinary action or reprimand that has been issued to her/him, after one (1) year has elapsed, provided that there has been no similar offence within the twelve (12)-month period. The one (1)-year period is extended by a period equal to that applicable to a continuous absence of more than thirty (30) days.

The employer immediately removes from the employee's file any notice of disciplinary measures or reprimands or part thereof for which an employee has won her/his case.

- 4.06** After making a request in advance, an employee may always consult her/his file in the presence of a union representative, if she/he so wishes. The employee may also, after requesting beforehand, obtain a copy of any relevant documents in her/his file when her/his grievance is submitted for arbitration or when she/he contests a decision reached in accordance with 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, Pension Plan of Peace Officers in Correctional Services, Employment and Social Development Canada, the crime victims compensation plan (Indemnisation des victimes d'actes criminels, IVAC), the Québec Parental Insurance Plan or during a disability lasting more than one hundred and four (104) weeks.

The file contains:

- her/his job application form;
- her/his hiring form;
- all deduction authorizations;
- disciplinary reports or notices;
- applications for promotions, transfers or demotions;
- health department reports sent to the personnel department regarding the employee's state of health;

- applications for promotions, transfers or demotions;
- a copy of industrial accident reports;
- notices of administrative measures stipulated in clause 4.13.

Employees working in a location other than the one that houses the personnel department will have access to their file in accordance with the procedure agreed upon locally by the parties.

4.07 An admission signed by an employee cannot be used against her/him before an arbitrator unless:

- 1- the admission was signed in the presence of a duly authorized union representative;
- 2- the admission was signed in the absence of a duly authorized union representative but was not disclaimed in writing by the employee within seven (7) days of its signing.

Suspensions

4.08 A) Suspension of more than two (2) days

In the event of a suspension of more than two (2) days, the procedure is as follows:

- 1- The suspension must be preceded by a meeting between the employer and the union, except if the union representative does not report to the meeting within five (5) days of being convened.
- 2- At this meeting, the employer will convey to the union and the employee, if the latter is present, the reasons that led to the disciplinary action.

If there is agreement between the employer and the union, such an agreement will be implemented with no other terms or conditions.

In the event of disagreement with the union, the employer may then proceed, after the meeting, to implement his decision. He then sends to the employee's last known address, in writing, the reasons and events that led to her/his suspension, within four (4) business days of implementing the disciplinary measure. The union is notified of the disciplinary measure within the same time limit.

Only the reasons and events stipulated in this notice or in any other subsequent notice may be used against an employee before an arbitrator. However, before the employer is allowed to invoke the reasons and events mentioned in any subsequent notice, he must inform the union of his intention to invoke them, at least ten (10) days before arbitration.

If the employer and the union disagree on the disciplinary measure, however, the employee or the union as such can appeal the decision using the grievance procedure stipulated in article 10; a copy of the grievance can then be sent by the union to the arbitrator, who must act as such in accordance with the procedure provided in this collective agreement.

B) Suspension of two (2) days or less

In the event of a suspension of two (2) days or less, the employer may proceed immediately in implementing the disciplinary measure. The employee maintains her/his right to appeal.

The employer notifies the employee in writing within four (4) business days of beginning to implement the disciplinary measure, of the reasons and events that led to her/his suspension. The union is notified of the measure within the same time limit.

If the union so desires, it may then meet the employer, who will inform the union of the reasons that led to the disciplinary measure.

Only the reasons and events stipulated in this notice or in any other subsequent notice may be used against an employee before an arbitrator. However, before the employer is allowed to invoke the reasons and events mentioned in any subsequent notice, he must inform the union of his intention to invoke them, at least ten (10) days before arbitration.

4.09 Dismissal

In the event of a dismissal not based on criminal or ethical grounds, the procedure is as follows:

- 1- The dismissal must be preceded by a meeting between the employer and the union, except if the union representative does not report to the meeting within five (5) days of being convened.
- 2- At this meeting, the employer explains to the union and the employee, if the latter is present, the reasons that led to the disciplinary action. If there is agreement between the employer and the union, the agreement is implemented with no other terms or conditions.

In the event of disagreement with the union, the employer may proceed, after the meeting, to implement his decision. He then forwards to the employee's last known address, the reasons in writing that led to the dismissal, within four (4) business days of beginning to implement the disciplinary measure. The union is notified of the measure within the same time limit.

Only the reasons and events invoked in the said notice or any other subsequent notice may be used against an employee before an arbitrator. However, before being allowed to invoke the reasons and events mentioned in any subsequent notice, the employer must forward that notice to the union at least ten (10) days before arbitration.

However, when the employer and the union disagree on the disciplinary measure, the employee or the union as such can appeal the decision using the grievance procedure mentioned in article 10; a copy of the grievance can then be sent by the union to the arbitrator, who must act as such in accordance with the procedure provided in this agreement.

In the event of dismissal on criminal or ethical grounds, the employer may proceed immediately in implementing the disciplinary measure.

However, within four (4) business days of beginning to implement the said disciplinary measure, a notice of dismissal is sent to the employee's last known address, and to the union.

If the union so desires, it can then meet with the employer. The latter informs the union of the reasons leading up to the disciplinary measure, if the employee so consents.

If there is disagreement over the disciplinary measure, the employee or the union as such can appeal the employer's decision using the grievance and arbitration procedures provided in this collective agreement.

If the employee allows the employer to tell the union the reasons and events leading up to her/his dismissal, only these reasons and events may be invoked against her/him in arbitration.

Arbitration on dismissals

In the event of dismissals referred to arbitration, if a decision is not rendered within fifteen (15) days of the date the employer and the arbitrator receive a copy of the grievance, the employee will start to receive the salary equal to that she/he would have received had she/he been working, as of the sixteenth (16th) day, until a decision is rendered. However, this amount may not exceed the equivalent of thirty (30) days' work.

- 4.10** A decision to impose a disciplinary measure, suspension or dismissal is communicated within thirty (30) days of the incident that prompted such action or, at the latest, within thirty (30) days of the employer being informed of all the relevant facts related to the incident. The employer gives the union a copy of such notices within the same time limit.

The thirty (30)-day deadline provided in the preceding paragraph does not apply if the decision to implement a disciplinary measure, suspension or dismissal results from a repetition of certain incidents or chronic behaviour on the part of the employee.

- 4.11** The employer gives the union a copy of any directives concerning working conditions issued by senior management or the personnel department that are intended for a group of employees or all employees.

Within three (3) days of a request to that effect, the employer gives the union a copy of any other directives concerning working conditions that are intended for a group of employees or all employees.

- 4.12** An employee who is called to a meeting with a representative of the employer concerning her/his employment relationship or job status, a disciplinary matter or a grievance settlement can insist on being accompanied by a union representative.

4.13 Administrative measures

An employer who implements an administrative measure that permanently or temporarily affects an employee's employment relationship other than through a disciplinary measure or a layoff must inform the employee in writing of the reasons and essential facts that led up to the measure, within four (4) business days of beginning to implement the measure. The union is notified of the measure within the same time limit.

4.14 Security officer

A security officer must not give directives to employees from other job titles covered by the certification in the performance of their duties.

- 4.15** Employees excluded from the bargaining unit must not fill any position covered by the certification that would result in layoffs. However, if after applying the provisions of this collective agreement, none of the employees in the bargaining unit had the necessary qualifications to fill a vacant position, it may be filled at the employer's discretion by one of the employees outside the bargaining unit.
- 4.16** Before seeking outside employees, the employer calls on employees from the recall list in accordance with the terms and conditions agreed upon locally.

ARTICLE 5

UNION SYSTEM AND CHECK-OFF OF UNION DUES

5.01 All employees who are members in good standing of the union on the date this collective agreement comes into force and all who subsequently become members maintain their union membership for the duration of the collective agreement as a condition for maintaining their employment.

5.02 All new employees must become members of the union within thirty (30) calendar days of their first (1st) day of work, as a condition for maintaining their employment.

5.03 For the duration of this agreement, the employer deducts from the pay of every employee the union dues set by the union or an amount equal thereto, and once every accounting period, remits the said dues to the union treasurer within fifteen (15) calendar days of deducting them. With each dues remittance, the employer prepares and provides, by electronic transmission, a detailed statement containing the following information:

- name of employee;
- employee number;
- address and telephone number;
- email address;
- main job title;
- status (full-time or part-time);
- service or department;
- work shift;
- salary;
- salary paid during the period;
- dues checked off;
- a record of temporary absences for the entire duration of the accounting period, and the reason code;
- hiring date of employees who were newly hired during the period;
- departure date of employees who left their position during the period;
- for part-time employees:
 - number of hours worked, excluding overtime;
 - number of annual vacation days taken;
 - seniority accumulated.

If the current payroll system so permits, the employer also indicates:

- total regular pay;
- total salary insurance benefits;
- total remuneration that has been paid.

Any error made by the employer must be corrected by the following accounting period at the latest, and the nature of the corrections must be specified.

It is the employer's responsibility to ensure that this clause is implemented in full.

- 5.04** Upon receiving the new member's written authorization, the employer deducts each new member's initiation dues as set by the union and remits them to the union together with the dues provided in the preceding clause.
- 5.05** If either party should request that the Tribunal administratif du travail (Québec's administrative labour tribunal) rule on whether a person is included in the bargaining unit, the employer checks off the employee's union dues or the equivalent until the Tribunal's ruling has been handed down, and then remits them in compliance with that ruling.

This check-off is done at the beginning of the accounting period following the submission of a request to that effect.

- 5.06** The employer informs the union of vacant and newly created positions in accordance with the conditions negotiated and agreed upon at the local level.

The employer informs the union as soon as possible of the hiring of all new employees.

- 5.07** The amount of union deductions must appear on the T-4 and Relevé 1 slips, in accordance with the various regulations of the government ministries concerned.

ARTICLE 6

FREEDOM OF UNION ACTION

6.01 Within thirty (30) days of the date this collective agreement comes into force, the union gives the employer the names of its local officers, delegates, local representatives and grievance committee members. It also advises the employer of any change in this list within ten (10) days of the appointment or election of these members to the various positions.

6.02 External union activities

The days of union leave granted for any external union activity are drawn from the annual bank of union leaves established in proportion to the number of employees included in the bargaining unit, in accordance with the following table:

Number of employees in the unit on January 1 of each year	Days of union leave with pay per year	
	Institution not resulting from an amalgamation pursuant to the Act ^{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

Such days do not include the time allotted for applying clauses 6.05 and 6.19.

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 (Bill 10).

² Including the Centre intégré de santé et de services sociaux des Îles.

After exhausting all the days of union leave established above, employees appointed by the union may be granted leave from work, without pay, to attend such activities. In that case, the employer continues to pay the employees' salaries, provided that the union reimburses their salaries and employee benefits and the employer's contribution to the employee benefit plans.

- 6.03** To take advantage of the leaves mentioned in clause 6.02, the union will give the employer a written request signed by its representative, at least ten (10) days in advance. This request must contain the names of the employees on behalf of whom the leave is requested as well as the nature, duration and location of the union activity for which the request is made.

In the event that, for unforeseeable or urgent reasons, the stipulated ten (10) calendar days of notice for leave for union activities cannot be given, the union will indicate in writing the reasons for which the ten (10) days' notice could not be respected.

The work schedules of these employees are in no way modified as a result of the said leaves, except by agreement between the parties.

- 6.04** Subject to clause 6.20, it is agreed that no more than two (2) members of the same service or department may obtain leave at the same time for the reasons provided in clause 6.02 of this collective agreement.

- 6.05** An employee who is a member of a joint national, regional or local committee composed of representatives appointed by the government and/or the employer on the one hand and by the union on the other, will be entitled to take time off from work, without loss of pay, in order to attend meetings of this committee or to do work required by this committee.

The work schedules of these employees are in no way modified as a result of the said leaves, except by agreement between the parties.

6.06 Leave without pay for union duties

Any employee called upon by the union or the federation with which her/his union is affiliated to perform permanent union duties [minimum of three (3) months] will retain and accumulate her/his rights seniority and rights as of the date of her/his departure, but will neither receive nor acquire any salary or benefits from the employer.

The union must request such leave without pay in writing, at least fifteen (15) days in advance, and provide the employer with the details that the latter deems useful.

An employee who performs union duties may benefit from the group insurance in force, if she/he pays the total insurance premium in advance (both the employer's and the employee's share) and the insurance contract's clauses so permit.

Subject to the provisions of clause 23.26, the employee's participation in the basic health insurance plan is mandatory, and she/he must pay all the necessary contributions and premiums to that effect.

- 6.07** If the union duties do not constitute an elected position, the employee must decide whether to return to the employer's service within fifteen (15) months of going on leave. Once this period is up, she/he cannot demand reinstatement in the employer's service and is considered to have resigned.

- 6.08** If the duties do constitute an elected position, the leave without pay is automatically renewable from year to year, provided the employee continues to hold elected office.
- 6.09** An employee who wishes to return to her/his position and who fulfills the conditions mentioned in clauses 6.07 and 6.08 must so notify her/his employer at least fifteen (15) days in advance.
- 6.10** When her/his leave without pay for union duties is up, in accordance with the above-mentioned terms and conditions, the employee can return to her/his position with the employer. In the event that the position held by the employee when she/he went on leave is no longer available, she/he must make use of the provisions on bumping and/or layoff.

6.11 Internal union activities

The days of union leave granted for any internal union activity for the purposes of applying this collective agreement are drawn from the annual bank of union leaves established in proportion to the number of employees included in the bargaining unit, in accordance with the following table:

Number of employees in the unit on January 1 of each year	Number of days of union leave with pay per year		
	Institution not resulting from an amalgamation pursuant to Bill 10 ³	CISSS or CIUSSS with two (2) furthest facilities less than 240 km apart	CISSS or CIUSSS with two (2) furthest facilities at least 240 km apart
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

³ Including the Centre intégré de santé et de services sociaux des Îles.

The distance between the two (2) furthest facilities of an integrated health and social services centre (CISSS) or an integrated university health and social services centre (CIUSSS) is calculated by road distance within the area served by the institution.

Such days do not include the time allotted for applying clauses 6.05, 6.12 and 6.13 or for holding meetings between the employer and a union representative, regardless of which party initiated the meetings.

After exhausting all the days of union leave established above, the days of leave stipulated in clause 6.02 may be used for the purposes of internal union activities. Employees appointed by the union may also be granted leave from work, without pay, to attend such activities. In that case, the employer continues to pay the employees' salaries, provided that the union reimburses their salaries and employee benefits and the employer's contribution to the employee benefit plans.

- 6.12** When arbitration takes place at the institution, one (1) member of the grievance committee, the interested party and/or the witnesses will be granted leave with no loss of pay. In the event of a collective grievance, a maximum of three (3) interested employees of the institution, along with the witnesses, may be granted leave with no loss of pay. Nevertheless, the persons mentioned above may only leave their work for the period of time deemed necessary by the arbitrator.

In exceptional circumstances or if it is physically impossible for the arbitration case to be heard at the institution, the employees may be granted leave under the terms mentioned above.

- 6.13** The employer will authorize employees appointed by the union to attend, with no loss of pay, the sessions aimed at concluding local agreements and local bargaining.

The number of employees granted leave will be set as follows, in accordance with the number of employees included in the bargaining unit on January 1 every year:

No. of employees in the unit	No. of employees on leave
1-250	2
251-1,000	3
1,001 or more	4

For sessions aimed at concluding local agreements and local bargaining, employees will have one day's preparation per day of negotiations.

- 6.14** The employer provides the union with a furnished office that the union or union officer on leave may use in order to meet with employees to discuss investigations, requests for information or any other union matter.

The location and the option of making available to the union more than one union office in an institution with several facilities may be the subject of a local agreement.

In the event that the office cannot be used exclusively for union purposes, the employer will provide the union with a filing cabinet that locks.

- 6.15** For the purposes of applying this article, an employee who has been granted leave from her/his work with no loss of pay will receive remuneration equal to what she/he would have earned had she/he been working.
- 6.16** A part-time employee who benefits from union leave with pay will have that leave taken into account for the purposes of calculating her/his salary insurance benefits and parental leave benefits and, if applicable, her/his layoff benefits when she/he has job security.
- 6.17** The reference period for the purposes of applying the quantum of union leave is from April 1 to March 31.
- 6.18** The number of employees included in the bargaining unit on January 1 of each year is the one taken into account for the purposes of calculating days of union leave.

6.19 Officers in provincial union bodies

Every year by September 15 at the latest, the Canadian Union of Public Employees (CUPE-FTQ) transmits to the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS - Management bargaining committee for the health and social services sector) the list of employees belonging to a provincial body who must be granted union leave during the year under the provisions of this clause, as well as the institution they come from.

CUPE-FTQ also transmits to the CPNSSS the list of union leaves granted under the provisions of this clause.

An employee may take time off from work with no loss of pay to carry out her/his duties as an officer in a provincial union body.

The total number of days of union leave provided for this purpose is two hundred (200) days a year.

- 6.20** When a request for union leave poses a problem for the employer with regard to continuity of activities in the service or department, he will communicate with the union to try to find a solution.

ARTICLE 7

REMUNERATION

- 7.01** Unless provided otherwise, an employee receives the salary associated with the position she/he holds.

It is agreed that orientation periods are remunerated.

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

Despite the preceding, a guarantee of salary or a non-reduction of salary will refer to weekly salary if, in applying the bumping procedure or a special measure stipulated in article 14, an employee is transferred into the same job status or bumps another employee with the same job status.

No employee shall be subject to a lower salary following a promotion or transfer.

- 7.03** At the outset of a promotion, in her/his new job title an employee who has been promoted receives the salary stipulated in the scale for this job title that is immediately higher than the one she/he received in the job title she/he left.

If within twelve (12) months of her/his promotion, the employee receives a lower salary in the new job title than the one she/he would have received in the job title she/he left, the employee will receive, from that date until she/he advances to a higher step on the anniversary of her/his promotion, the salary she/he would have received in the job title she/he left.

- 7.04** In the event of a demotion, an employee is positioned in her/his new salary scale on the echelon corresponding to her/his years of service in the institution.

- 7.05** In the event of a promotion, the date for the statutory increase is the anniversary of her/his promotion.

In the event of a transfer or demotion, the date for the statutory increase is the anniversary of the employee's hiring.

- 7.06** In the event of a promotion, transfer or demotion, the employee will have the benefit, if applicable, of the provisions of article 17 (Years of prior experience).

7.07 Special provision

Notwithstanding terms such as "as if she/he were at work", "with no loss of remuneration" or any other wording to that effect in this collective agreement, weekend, evening- or night-shift premiums will only be taken into account or paid when the inconvenience of working such a shift is incurred. Similarly, rotating shift premiums will not be taken into account or paid for any absence stipulated in the collective agreement.

- 7.08** An employee who works at different positions in the course of one week receives the salary of the highest-paid position, provided she/he has held that position for half the normal work week.

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

- 7.09** An employee who works at another position or at various positions and is not entitled to the benefits in clause 7.08 will receive the salary of the highest-paid position for the hours she/he worked in that position, provided she/he held that position for at least one (1) continuous hour.

- 7.10** When an employee changes work shift, a minimum of sixteen (16) hours must always elapse between ending and resuming work, failing which the employee will be paid time-and-a-half for the hours worked within that sixteen (16)-hour period.

By local agreement, the parties may reduce the minimum number of hours between ending and resuming work.

The minimum time between two (2) shifts cannot be an impediment to work time arrangements and self-scheduling.

7.11 Remuneration on Christmas Day and New Year's Day

The regular salary of an employee whose work is actually carried out on Christmas Day or New Year's Day is the salary provided on her/his salary scale, increased by fifty per cent (50%).

- 7.12** A part-time employee is entitled to all the provisions of this collective agreement.

Her/his earnings are calculated in proportion to her/his hours worked.

- 7.13** A part-time employee's benefits are calculated and paid as follows:

1- Paid statutory holidays

5.7% of:

- the salary, supplements, premiums¹ and the additional remuneration stipulated in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay cheque;
- the salary the employee would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment, paid with each pay cheque.

1.28% of the salary insurance benefits received during the first three (3) months of disability and 2.19% for the following nine (9) months, paid with each pay cheque.

¹ Weekend, evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

2- Annual vacation:

One of the following percentages:

Years of service on April 30	Number of work days of annual 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

These percentages apply to:

- the salary, supplements, premiums² and the additional remuneration stipulated in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay cheque;
- the salary she/he would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment;
- the basic salary on which maternity, paternity, adoption benefits and benefits for protective leave are based;
- the salary on which salary insurance benefits are based, for the first twelve (12) months of disability including disability due to occupational injury.

3- Sick leave:

4.21% of:

- the salary, paid with each pay cheque;
- the salary she/he would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment, paid with each cheque;
- the basic salary on which maternity, paternity and adoption benefits and benefits for protective leave are based. However, the amount calculated while on protective leave is not paid with each pay cheque but is accumulated and paid at the same time as vacation pay.

However, new part-time employees who have not completed three (3) months of continuous service, and part-time employees who have chosen in accordance with the provisions of clause 23.01 to not take advantage of the insurance plans, will receive 6.21% rather than 4.21% on each pay, of the amounts listed above.

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

7.14 Option to cash out some leaves

Subject to the employer's authorization, a full-time employee has the option of cashing out one or more of the following leaves as straight time, instead of taking the leave:

- days of accumulated annual leave (vacation days) in excess of the number provided under the Act respecting labour standards (CQLR, c. N-1.1);
- a maximum of five (5) statutory holidays accumulated in a bank if this option is the subject of an agreement between the local parties;
- floating days off, if any.

A part-time employee has the option to cash out at the regular rate, with the employer's authorization, her/his accumulated annual vacation days, in lieu of taking the days off.

The cashing out of one or more of the leaves during the uninsured period stipulated in clauses 23.29 a) and 23.44 does not interrupt or extend the period.

7.15 Fonds de Solidarité

At an employee's request, the employer deducts a contribution to the Fonds de Solidarité FTQ from each pay cheque provided that at least twenty-five (25) employees from the bargaining unit have made such a request. Failing to meet this condition, such a deduction will be possible if 5% of the employees from the bargaining unit file such a request.

7.16 Job titles

The job titles, job descriptions and salary rates and scales are listed on the list of job titles that resulted from sessional document No. 2575-20051215 of December 15, 2005 and its subsequent amendments.

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

The job descriptions outline the main responsibilities and duties of the job titles. Nothing on the list of job titles, job descriptions and salary rates and scales prevents an employee from being required to perform all the activities that her/his affiliation with a professional order authorizes her/him to perform.

The employer pays an employee the salary that the list of job titles stipulates for her/his job title.

The weekly number of hours of work is the one stipulated in each of the job titles, and hours of work are spread out over a maximum of five (5) days.

However, upon agreement, employers and employees may concur on a different distribution of the number of hours of weekly work provided in the employee's job title, on the condition that the total number of days and hours worked during the period identified for the purposes of the staggered work hours are not longer than those that would normally be worked during that same period. The conditions for staggering work hours are those determined by the local parties. These conditions must not affect the stability of the work teams or lead to overtime for the employee benefitting from them.

For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or the employee replacing her/him is that stipulated by the new schedule. The regular work week for a full-time employee or the employee replacing her/him for the entire time is that stipulated by the new schedule. For an employee doing replacement work on two (2) types of schedule (regular and atypical schedule), the regular work week is that provided for the job title on the regular schedule.

The regular work week applicable to the institution is the one mentioned 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 agree in particular or exceptional circumstances to use a different number of hours than the one applicable in an institution.

In the event that a job title on the list does not specify the number of hours in the work week, the local parties may agree to jointly ask the Ministère de la Santé et des Services sociaux (MSSS) to amend this job title on the list so as to stipulate the new number of hours in the work week by virtue of the authority vested in it in clause 8.02.

Rules for applying salary scales

- 7.17** An employee in the service of the institution on the date on which this collective agreement comes into force is placed on the salary scale provided for her/his job title at the step corresponding to the one she/he was on in the salary scale in force at the end of the previous collective agreement.
- 7.18** An employee who, prior to the date this collective agreement came into effect, took on duties that corresponded to one of the new job titles, will be placed on the salary scale associated with her/his new job title, according to the number of years of experience recognized under the provisions of article 17 (Years of prior experience).
- 7.19** An employee hired after the date this collective agreement came into effect is placed on the step corresponding to the number of years of experience recognized under the provisions of article 17 (Years of prior experience) in the salary scale associated with her/his job title.

Application of salary scales

- 7.20** On April 1 each year, an employee is classified in the salary scale that becomes applicable on this date, on the step that corresponds horizontally to the one she/he was on the preceding March 31.

Advancement through salary scales

- 7.21** If the number of steps on the salary scale so permits, each time an employee completes one (1) year of service in her/his job title, she/he advances to the step higher than the one she/he was on.

For the purposes of applying the previous paragraph, a part-time employee has completed one (1) full year of service in her/his job title when she/he has accumulated the number of days of work equal to that shown on the table below in relation to the number of vacation days to which she/he is entitled.

Number of work 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 for part-time employees, except those set out in clauses 6.06 to 6.08, are considered work days for the purposes of advancement on the salary scale.

For the purposes of advancing on the salary scale, a part-time employee is credited, for the same job title, with the days she/he has worked in another institution in the sector since January 1, 1990. The employee may ask each of her/his employers, once per calendar year, for a written attestation of the days worked. The experience she/he has acquired will be recognized for the purposes of advancing on the salary scale, as of the date she/he receives said attestation.

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

However, a year or fraction of a year of service so acquired as well as days of work accumulated in 1983 will not be credited when setting the employee's date for advancement on the salary scale.

Classification and reclassification

- 7.22** Within forty-five (45) days of the date this collective agreement came into effect, the employer specifies the job title of each employee.
- 7.23** The employer is the party that performs the necessary reclassifications at all times during the term of the collective agreement.
- 7.24** The adjustment of a reclassified employee's earnings under the terms of the preceding paragraphs will be retroactive to the date the employee began to perform the duties that warranted her/his reclassification, but will in any case be prior to the date this agreement came into effect.

Reclassification

- 7.25** Employees who hold a bachelor's degree in nursing and a position as a nurse are reclassified in this position as nurse clinicians provided that they undertake to carry out the duties of this job title. The reclassification occurs when the employee provides the employer with the diploma or final transcript attesting that the diploma was awarded.

Employees who hold a bachelor's degree in nursing and are excluded from the tenure process as provided in Appendix S of this collective agreement are reclassified into the nurse clinician job title under the same conditions as stated in the first (1st) paragraph.

7.26 Employees off the rates or scales

- A) An employee whose rate of pay on the day preceding the date when rates and salary scales are increased is higher than the flat rate or the maximum on the salary scale in effect for her/his job title will be entitled to a minimum rate of increase, on the date that salary rates and scales are increased, which is equal to half the percentage increase applicable, on April 1 of the period in question compared to the previous March 31, to the flat rate of pay or the maximum step on the scale on the previous March 31, corresponding to her/his job title.
- B) If the effect of applying the minimum rate of increase as defined in the preceding paragraph is to give an employee who was off the rate or off-scale on March 31 of the preceding year a salary that on April 1 is lower than the highest step on the scale or the flat rate of pay corresponding to her/his job title, this minimum rate of increase will be raised to the percentage necessary to enable such an employee to reach the step on the salary scale or flat rate.
- C) The difference between the percentage increase at the top step on the salary scale or the flat rate corresponding to the employee's job title, on one hand, and the minimum rate of increase set in accordance with the two (2) preceding paragraphs, on the other hand, is paid to her/him as a lump-sum amount calculated on the basis of her/his rate of pay on the preceding March 31.
- D) The lump-sum payment is divided up and spread over each pay period in proportion to the regular hours remunerated for each pay period.

7.27 General parameters for salary increases

The general parameters for salary increases are:

A) April 1, 2023 to March 31, 2024

All salary rates and scales³ effective on March 31, 2023, are increased by 6.00%⁴ on April 1, 2023.

B) April 1, 2024 to March 31, 2025

All salary rates and scales³ effective on March 31, 2024, are increased by 2.80%⁴ on April 1, 2024.

C) April 1, 2025 to March 31, 2026

All salary rates and scales³ effective on March 31, 2025 are increased by 2.60%⁴ on April 1, 2025.

³ The increase in salary rates and scales is calculated on the basis of the hourly rate. Flat rates in rankings are calculated on the basis of a 33-year career gain. Job title rankings are those indicated in Appendix AA, subject to the terms and conditions provided in other agreements. Salary structures are those provided in Appendix Z.

⁴ However, the clauses in the collective agreements related to employees off-rates and off-scales apply. See clause 7.26 of the collective agreement.

D) April 1, 2026 to March 31, 2027

All salary rates and scales³ effective on March 31, 2026 are increased by 2.50%⁴ on April 1, 2026.

E) April 1, 2027 to March 31, 2028

All salary rates and scales³ effective on March 31, 2027 are increased by 3.50%⁴ on April 1, 2027.

7.28 Adjustment clause

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

- 1- On March 31, 2026, each salary rate and scale⁵ effective on March 30, 2026 is increased by the variation in percentage between the annual average Québec consumer price index in 2025-2026 and the annual average Québec consumer price index in 2024-2025, reduced by 2.60 percentage points. The increase⁶ may not be greater than 1.00%.
- 2- On March 31, 2027, each salary rate and scale⁵ effective on March 30, 2027 is increased by the variation in percentage between the annual average Québec consumer price index in 2026-2027 and the annual average Québec consumer price index in 2025-2026, reduced by 2.50 percentage points. The increase⁶ may not be greater than 1.00%.
- 3- On March 31, 2028, each salary rate and scale⁵ effective on March 30, 2028 is increased by the variation in percentage between the annual average Québec consumer price index in 2027-2028 and the annual average Québec consumer price index in 2026-2027, reduced by 3.50 percentage points. The increase⁶ may not be greater than 1.00%.

For each increase calculated above, if the result is lower than 0.05%, the salary scale rates are not modified.

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

For the purposes of calculating this clause:

- 1- The Québec consumer price index corresponds to the average per financial year (April to March) for all products, for which the source is Statistics Canada, Table 18-10-0004-01, Consumer Price Index, Monthly, Not Seasonally Adjusted;
- 2- The variation in the consumer price index is expressed as a percentage, and this percentage is rounded to two decimals.

⁵ The increase in salary rates and scales is calculated on the basis of the hourly rate. Flat rates in rankings are calculated on the basis of a 33-year career gain. Job title rankings are those indicated in Appendix AA, subject to the terms and conditions provided in other agreements.

⁶ Exceptionally, the clauses in the collective agreements related to employee off-rates and off-scales apply. In the event of a salary adjustment due to the adjustment clause, the off-rate or off-scale clauses are applied on March 31 of the period in question with respect to March 30 of the preceding year to take into account this adjustment.

In no instance may the salary adjustment be negative.

7.29 Indexation method

The salary scales present hourly rates of pay. When general indexation parameters or other forms of enhancement of salary rates or scales are implemented, they are applied to the basic hourly rate and rounded to the cent.

For the purposes of publishing the collective agreements, the number of weeks used for computing annual rates is 52.18. Annual rates are rounded to the dollar.

The job titles covered in clause 7.30 receive an increase in the manner prescribed therein.

When rounding to the cent, the following method must be used:

- When the decimal point is followed by three (3) digits or more, the third (3rd) and subsequent 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 digit and the third (3rd) and subsequent digits are dropped.

When rounding to the nearest dollar, the following method must be used:

- When the decimal point is followed by one (1) or more digits, the first (1st) and subsequent 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 increased to the higher digit and the first (1st) decimal and subsequent digits are dropped.

7.30 Establishment of salary rates and scales for special cases

The method described in paragraphs 1 and 2 is used when an indexation parameter or other form of enhancement of the salary scale is applied to ensure consistency in the salary structures of 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 for the Class 1 classification of job titles 2688 and 2691 is the scale provided for their respective rankings, as described in Appendix AA.

b) Class 2

Integration Officers (2688) and Educators (2691)

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

Step 1 applicable to Class 2 is determined as follows:

Step 1, Class 2 = Step 1, Class 1 / (Mid-step average, Class 1)

All sums are rounded to the cent.

The mid-step average is determined as follows:

$$\text{Inter chelon moyen, Classe 1} = \left(\frac{\text{ chelon maximum, Classe 1}}{\text{ chelon minimum, Classe 1}} \right)^{\frac{1}{\text{Nombres d' chelons, Classe 1}-1}}$$

[Mid-step average, Class 1 = Maximum step, Class 1 / Minimum step, Class 1, times 1 over Number of steps, Class 1 -1

2. Intern positions

The salary rate or scale applicable to each job title listed in Appendix BB is modified to ensure a gap with each step of the reference job title.

The salary rates or scales for intern positions are determined as follows:

$$\begin{aligned} \text{Taux de l' chelon}_n, \text{Emploi-} & \text{ -- remorque} \\ & = \text{Taux de l' chelon}_n, \text{Emploi r f rence} \times \% \text{ d'ajustement} \end{aligned}$$

[Step rate n, intern position = step rate n, reference position X adjustment %]

where n = step number

All sums are rounded to the cent.

The adjustment percentage is provided in Appendix BB.

When the job title for an intern position has only one step, the adjustment is calculated based on step 1 of the reference job title.

For trade apprentices, the reference position rate is the average of the flat rates for the reference job titles.

The provisions of this paragraph are not intended to modify the number of steps for intern positions.

7.31 Increase in premiums and supplements

Each premium and supplement, except fixed premiums and supplements expressed in percentages, is increased as of the same date and using the same percentage as determined in paragraphs A), B), C), D) and E) of clause 7.27, is adjusted using the percentage determined in clause 7.28, and is paid according to the same terms and conditions, if applicable. The fixed premium is the following:

- the seniority premium.

The rates for these premiums and supplements are indicated in the collective agreement.

7.32 An employee on a steady evening or night shift who is assigned to a day shift for the purpose of acquiring knowledge, techniques or practical experience receives remuneration equal to what she/he would have received had she/he stayed on the evening or night shift, for the duration of this practical training period.

ARTICLE 8

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

General provisions

8.01 Any change to the list of job titles, job descriptions salary rates and scales is subject to the procedure stipulated hereinafter.

8.02 Only the Ministère de la Santé et des Services sociaux (MSSS) is authorized to abolish or modify a job title stipulated in the list or to create a new job title.

8.03 A union, a union grouping or an employer may also request a change to the list. To do so, it must send the MSSS a written request, with the reasons using the form provided for this purpose.

Unless the request is made jointly, a copy is sent to the other party.

The MSSS informs union groupings of any request for a change that it receives.

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

- that the main responsibilities and duties of a job are not found in any job description provided on the list;
- that significant modifications are being made to the main responsibilities and duties of a job title already provided on the list.

In all cases, a job title's main responsibilities and duties must be of a permanent nature.

8.05 The MSSS informs the applicant and the union groupings of its decision to go ahead or not with any request for a change to the list.

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

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

Consultation on draft amendments

8.06 If in the life of this collective agreement, the MSSS wishes to make changes to the list, it so informs each union grouping in writing. This notice from the MSSS must include a detailed description of the proposed change.

Should the MSSS decide to forego a proposed change to the list further to a request made under clause 8.03, it so informs the union groupings and local parties concerned.

- 8.07** The union groupings have ninety (90) days after receiving the proposed changes to the list to submit their opinion to the MSSS in writing.
- 8.08** Upon written request from a union grouping, the MSSS calls a meeting of union groupings and representatives of the MSSS for the purpose of exchanging information about the proposed change. The meeting must take place within thirty (30) days of receiving the written opinion. The MSSS may also call such a meeting on its own initiative.
- 8.09** At the end of the period set out in clause 8.07, the MSSS informs the union groupings of its decision.

Provincial committee on jobs

- 8.10** A provincial committee on jobs is created within ninety (90) days of the collective agreement coming into force.
- 8.11** The committee is made up of six (6) representatives for management, and for the union side, two (2) representatives for the CSN and the FIQ unions and a maximum of two (2) representatives each from the CSQ, APTS and FTQ unions.

Each side appoints a secretary, and each side communicates with the other through the secretary.

- 8.12** The committee meets at the request of either party, after being notified in writing by the secretary. The meeting must take place within ten (10) days of receiving the notice.
- 8.13** The committee's terms of reference are to determine the ranking applicable to any new job title referred to it by the MSSS or applicable to any existing job title for which the MSSS is modifying the academic requirements.

To do so, it must use the job evaluation system in force, and determine the evaluation scores to attribute to each of the evaluation sub-factors.

- 8.14** The committee must note that all relevant information is available before opening discussions on the new job title and the value of its related duties.

If need be, for the purposes of evaluating duties, the committee may use significant benchmark jobs or benchmark characteristics agreed to by the parties, as well as the interpretation guide for the job evaluation system. The committee must take into account the way the evaluation system was applied to other job classes within the meaning of the Pay Equity Act (CQLR, c. E-12.001).

- 8.15** If the parties agree on the evaluation of all the sub-factors, the salary rate or scale that is ascribed to the new job title is the corresponding ranking's reference rate or scale set by the Conseil du trésor, or if it has been completed by the pay equity program, the one set by the pay equity program comprising the job title that was evaluated.
- 8.16** Any agreement reached by the provincial committee on jobs is final and enforceable.
- 8.17** If no agreement is reached concerning the scores to attribute to the job evaluation system's sub-factors within ninety (90) days of the noted observation stipulated in clause 8.14, the scores

for the sub-factors in dispute will be submitted to arbitration with a summary of the parties' respective arguments.

Arbitration procedure

8.18 The parties will attempt to work out an agreement on the appointment of an arbitrator specialized in job evaluation. If they fail to agree within thirty (30) days, one party will ask the Minister for Labour to appoint this specialized arbitrator.

8.19 Each party appoints its assessor and assumes the latter's fees and expenses.

8.20 The arbitrator's authority is limited to applying the evaluation system with respect to the sub-factors in dispute and the evidence presented to him. He has no authority to alter the job evaluation system, its interpretation guide, the reference rates and scales or other tools for evaluating duties.

For the purposes of comparing evaluation scores, the arbitrator must take into account how the evaluation system was applied to other job classes.

8.21 The ranking of an evaluated job corresponds to the scores of the sub-factors that are the subject of a consensus within the provincial committee on jobs and those determined by the arbitrator.

8.22 The salary rate or scale ascribed to the new job title is the corresponding ranking's reference rate or scale set by the Conseil du trésor, or if completed by the pay equity program, the one set by the pay equity program comprising the job title that was evaluated.

8.23 If it is established in arbitration that one or more duties do not appear in the job description even though employees are and continue to be required to perform them, the arbitrator may decide to exercise the authority conferred on him under the provisions of clause 8.20 and include them in the description.

8.24 The arbitrator's decision is final and binding on the parties. His fees are assumed equally by the parties.

Change of salary following reclassification

8.25 Where applicable, a reclassified employee's earnings are adjusted under the terms of this collective agreement, retroactive to the date the employee began to perform the duties of the new job title but at the earliest, the date the job title came into effect under the provisions of clause 8.06.

8.26 Payment is made within ninety (90) days of an agreement between the parties or an arbitral award.

Modifications to the list of job titles

8.27 When changes are made to the list of job titles under the provisions of this article, the MSSS so notifies the provincial parties. These changes come into effect on the date of such notice.

ARTICLE 9

PREMIUMS

9.01 Seniority premium

Employees with ten (10) years of seniority or more have a raise in pay of five dollars (\$5.00) per week.

However, an employee whose salary is higher than the salary scale receives only the difference between her/his salary scale and the above-mentioned amount.

This article does not apply in the case of employees whose scales have ten (10) steps or more.

9.02 Premiums for Team leader or Assistant team leader

A) Team leader

Person in the job classes of paratechnical, auxiliary services and trades personnel or office personnel and administrative technicians and professionals, except technicians and professionals (codes 1000 and 2000) who, under the direction of the service or department head and while working herself or himself, sees to the training and coordination of the activities of a group of employees.

The team leader receives 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 maximum of the scale of her/his job title, except in the cases of job titles with six (6) steps or more, in which case the premium is added to the salary actually paid to the employee.

B) Assistant team leader

Person in the job classes of paratechnical, auxiliary services and trades personnel and office personnel and administrative technicians and professionals, except technicians and professionals (codes 1000 and 2000), who shares the responsibilities of the team leader and replaces her/him in her/his absence.

The assistant team leader receives 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 maximum on the scale for her/his job title, except in the case of job titles with six (6) steps or more, in which case the premium is added to the salary actually paid to the employee.

C)

The duties of team leaders and assistant team leaders are granted according to the criteria stipulated in the provisions for voluntary transfers. However, applications for these duties are limited to employees from the team for which such duties are required.

9.03 Supervision and responsibility premium

Employees who are technicians or professionals in the job class of office personnel and administrative technicians and professionals (codes 1000 and 2000) or health and social services technicians and professionals and are entrusted with the supervision of and responsibility for a group consisting of at least four (4) employees, regardless of the job title or job class to which they belong, receive a premium of 5% of their basic salary, plus, where applicable, the additional remuneration provided in article 2 of Appendix H.

The premium may not be paid to employees whose job title entails a supervisory or coordination responsibility.

9.04 Intern supervision premium

Employees in the job class of paratechnical, auxiliary services and trades personnel, office personnel and administrative technicians and professionals or health and social services technicians and professionals receive a premium of 2% of their basic salary, plus, where applicable, the additional remuneration provided in article 2 of Appendix H, for each work shift on which they are charged with supervising one or more interns as part of an internship of a recognized program of study that is required for obtaining a diploma.

This premium may not be accumulated for the purpose of receiving the supervision and responsibility premium or the team leader or assistant team leader premium or be paid to employees whose job title entails a training or teaching responsibility.

9.05 Evening- and night-shift premiums

These premiums will only be taken into account or paid when the inconvenience is experienced. These premiums are paid for the hours actually worked that are covered by the premiums.

- A) Each time an employee works her/his entire shift between 2:00 p.m. and 8:00 a.m., she/he receives an evening- or night-shift premium, as the case may be, in addition to her/his salary, for all the hours of the employee's work performed between 2:00 p.m. and 8:00 a.m.

1- Evening-shift premium

The evening-shift premium is the greatest of either 7% of the employee's hourly salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F, article 2 of Appendix H, or the following rate:

Rate 2024-XX-XX 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 per fourteen (14) day period corresponding to a pay period receives, instead of the evening-shift premium applicable in the preceding subparagraph, an evening-shift premium of ten percent (10%) of their hourly salary plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

For the purpose of calculating the number of hours per fourteen (14) day period corresponding to a pay period as provided in the previous subparagraph, paid hours are considered. These hours include authorized paid absences, but exclude overtime hours, without regard to work shifts or job titles for which these hours were worked.

2- Night-shift premiums

The night-shift premium is the greatest of either fourteen (14) percent of the hourly salary plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, or the following rate:

Rate 2024-XX-XX 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 per fourteen (14) day period corresponding to a pay period receives, instead of the night-shift premium applicable in the preceding subparagraph, a night-shift premium of eighteen percent (18%) of their hourly

salary plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

For the purpose of calculating the number of hours per fourteen (14) day period corresponding to a pay period as provided in the previous subparagraph, paid hours are considered. These hours include authorized paid absences, but exclude overtime hours, without regard to work shifts or job titles for which these hours were worked.

B) Employees whose work shift begins before 2 p.m. and who perform most of their work after 2 p.m. receive, in each instance, in addition to their salary, the evening-shift premium for the hours they work after 2 p.m. in accordance with the terms and conditions of subparagraph A-1 of clause 9.05.

C) As for employees who work only part of their shift between 7:00 p.m. and 7:00 a.m.:

1- between 7:00 p.m. and midnight:

These employees receive, in addition to their salary, an evening-shift premium for each hour worked between 7:00 p.m. and midnight, according to the terms and conditions of subparagraph A-1 of clause 9.05.

2- between midnight and 7:00 a.m.:

These employees receive, in addition to their salary, a night-shift premium for each hour worked between midnight and 7:00 a.m., according to the terms and conditions of subparagraph A-2 of clause 9.05.

9.06 Conversion of the night-shift premium

For full-time employees working steady night shifts, the parties may decide by local agreement, to convert some of the aforementioned premium into time off, provided that such an agreement does not entail any additional costs.

For the purposes of applying the preceding paragraph, the following ratio will apply for converting the night-shift premium into paid time off:

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

9.07 Day/evening or day/night or day/evening/night rotating shift premiums

A) An employee who holds a position with a rotating shift receives a premium when the percentage of time worked on the evening or night shift for her/his position is equal to or greater than 50% of the rotation cycle.

1- Day/evening rotating shift premium

The day/evening rotating shift premium is 50% of the evening-shift premium for all hours worked on the day shift for her/his position.

2- Day/night rotating-shift premium

The day/night rotating shift premium is 50% of the night-shift premium for all hours worked on the day shift for her/his position.

3- Day/evening/night rotating shift premium

The day/evening/night rotating shift premium is 50% of the weighted average of the evening- and night-shift premiums, based on hours worked on these shifts. The rate thus obtained applies to all hours worked on the day shift for the employee's position.

The applicable evening and night shift premiums are determined in accordance with the provisions of clause 9.05.

At the end of the initiation and trial period for a rotating shift, the employee who keeps her/his position receives the premium retroactively to the first (1st) day worked on the shift for this position.

- B)** An employee who fulfills a replacement for a position covered in paragraph A may receive this premium when the percentage of time she/he worked on the evening or night shift is equal to or greater than 50% of the rotation cycle.

For the first (1st) rotation cycle, the employee is paid the premium retroactively to the first (1st) day worked on the day shift, provided that the employee worked the portion of the evening- or night-shift rotation cycle, as the case may be. However, when a rotation cycle lasts six (6) months or more, the employee receives the premium retroactively to the first (1st) day worked on the day shift, provided that she/he worked the equivalent of 50% of the evening- or night-shift rotation cycle, as the case may be.

If the employee does not work at least 50% of her/his evening or night rotation cycle, the premium paid for hours worked on the day shift accrues to the employer.

A rotation cycle is the period during which an employee works a specific number of alternating day and evening shifts or day and night shifts or day, evening and night shifts.

To calculate the percentage of time worked for the purpose of this clause, leave or partial leave without pay for studies, leave under parental rights, leave for family responsibilities and all authorized and paid absences provided for in the collective agreement, except for leaves with deferred pay, are considered to be time worked.

9.08 Premium for split shifts

An employee who must interrupt her/his work during a period exceeding the time provided to have meals, or who must interrupt her/his work more than once (1) during the day, except for the rest periods provided in clause 25.08, will 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 linen

An employee who, in a laundry service is assigned on a continuous basis to sorting or dispatching soiled linen to the washing room, will receive, in addition to her/his regular 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 in a non-continuous manner will receive, in addition to her/his regular salary, the following hourly premiums for each hour spent working on these tasks:

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 an incinerator

An employee who, within an area specifically organized for that purpose, is assigned on a continuous basis to operating and maintaining incinerators will receive, in addition to her/his regular 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 is the greatest of 5% of the basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, or the following rate:

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 is paid to an employee who is required to work a full shift between the beginning of the evening shift on Friday and the end of the night shift on Monday.

Additional term for payment of the weekend premium for 24/7 departments

Employees who hold a full-time position or work the equivalent of 70 hours or more per fourteen (14) day period corresponding to a pay period in departments where services are provided twenty-four (24) hours per day, seven (7) days per week, the premium provided is 9% of their basic hourly salary instead of the premium provided in the first 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 that they fulfill all the work shifts listed on their schedule for that period.

For the purpose of calculating the number of hours per fourteen (14) day period corresponding to a pay period as provided in the third (3rd) subparagraph of this paragraph, paid hours are considered. These hours include authorized paid absences, but exclude overtime hours, without regard to work shifts or job titles for which these hours were worked.

However, this premium will only be taken into account or paid when the inconvenience is experienced. This premium is paid for the hours actually worked that are covered by the premium.

Other amendments:

Employees receive the weekend premium for full shifts worked on the weekend in locations in which care and services are offered as 24/7, without regard to the question of knowing whether their own home base is 24/7, according to the same terms and conditions as those provided in the present paragraph.

9.12 Premium for working in a residential and long-term care centre (CHSLD), a senior home (maison des aînés, MDA) or an alternative home (MA)

Employees who hold one or more job titles in any of the following job title groups receive the CHSLD premium or the increase in the CHSLD premium, as the case may be, for hours worked in a CHSLD:

- Beneficiary attendant;
- Nurse;
- Nurse clinician;
- Nursing assistant;
- Respiratory therapist;
- Specialty nurse practitioner;
- Unit and/or pavilion attendant.

The activity centres and sub-centres covered by this article are the following:

- 6060: Nursing care for individuals experiencing loss of independence;

- 6160: Basic care for individuals experiencing loss of independence;
- 6270: Residential and long-term care unit for adults with a psychiatric diagnosis;
- 6271: Long-term nursing care – institutionalized clientele;
- 6272: Long-term basic care – institutionalized clientele;
- 6273: Long-term nursing care – other clienteles with a psychiatric diagnosis;
- 6274: Long-term basic care – other clienteles with a psychiatric diagnosis;
- Senior home (MDA);
- Alternative home (MA);

The premiums indicated in paragraphs A) and B) of this clause apply to the actual hours of work, including overtime and hours of absence that have been authorized and paid in the relevant activity centre or sub-centre.

A) CHSLD, MDA and MA premium

Employees receive the following hourly premium for their actual hours of work:

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) Increase in the CHSLD, MDA and MA premium

Employees who work the total number of hours associated with their job title receive the following increase in the hourly premium for their actual hours of work in a relevant activity centre or sub-centre, instead of the premium indicated 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 purpose of eligibility for this increase in premium, the hours of work include regular hours and authorized paid absences, but exclude overtime.

9.13 Lump sum for employees in the job class of health and social services technicians and professionals working with clientele in residential and long-term care centres, senior homes and alternative homes

Employees in the job class of health and social services technicians and professionals working with clientele in long-term care centres (CHSLD), senior homes (MDA) and alternative homes (MA) are entitled to a lump sum of two hundred and fifteen dollars (\$215) for each segment of seven hundred and fifty (750) actual hours worked with the referenced clients.

The actual hours worked include overtime and exclude annual vacation, sick leave and other paid leaves.

Hours worked that enable an employee to receive a floating day off or monetary compensation in lieu of a floating day off in accordance with Appendices I, O and P of the collective agreement are not taken into account in the accrual of hours for the purpose of obtaining the lump sum.

The lump sum is paid when the employee works the number of hours scheduled, and no prorata rate has been determined for the payment of the lump sum.

The lump sum is non-pensionable.

9.14 Terms of application for premiums set forth in clauses 9.15 to 9.22

The terms of application provided in this paragraph apply to the following premiums:

- Critical care premium (clause 9.15)
- Special critical care premium (clause 9.16)
- Premium paid to employees in the job class of office employees and administrative technicians and professionals working in emergency services (clause 9.17);
- Youth Centre mission premium (clause 9.18);
- Continuous Assistance Residence premium (clause 9.19);
- Premium paid to employees working with clientele with serious behavioural disorders (clause 9.20);
- Psychiatry premium (clause 9.21).

A) Eligibility for the various premium levels

An employee who is entitled to a premium covered in this paragraph receives, according to the premium level, a percentage of their hourly salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H. This percentage is determined according to the number of hours paid per fourteen (14) day period corresponding to a pay period, in the following manner:

- Level 1: seventy (70) hours or more;

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

For the purpose of this paragraph and to determine the applicable level, paid hours are considered. These hours include authorized absences but exclude overtime hours, without regard to the services and job titles for which these hours were worked.

A full-time employee for whom the weekly number of hours stipulated for their job title in the list of job titles is less than thirty-five (35) hours is eligible for Level 1 according to the terms of this paragraph, if the employee works the total number of hours stipulated in the employee's job title.

B) Payment of the premium

An employee who is entitled to a premium covered in this paragraph receives the percentage corresponding to the premium level applied to regular hours actually worked, overtime hours, hours of absence that have been authorized and paid, and leave for union work, without loss of pay or for which the employee receives remuneration equal to what the employee would receive if the employee were at work in the units concerned.

9.15 Critical care premium

An employee in the job class of nursing and cardio-respiratory care or who holds the job title of beneficiary attendant, beneficiary attendant – team leader, pacification and security intervention officer or pacification and security intervention – team leader receives the critical care premium for the hours described in paragraph B of clause 9.14 in critical care, in accordance with the terms of paragraph A of clause 9.14.

The critical care in question is the care delivered in the coronary care unit and the following units:

- emergency department;
- intensive care;
- neonatal unit;
- major burn unit;
- Service d'évacuations aéromédicales du Québec (ÉVAQ) (Québec medevac).

The employee receives a premium based on the percentage corresponding to the applicable level:

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

9.16 Special critical care premium

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

The following services covered for the purposes of this paragraph as regards the application of the special critical care premium are:

- operating room (including the recovery room);

- obstetrical unit (only operating rooms equipped for caesarean sections);
obstetrical unit (mother-child);
- hemodynamics;
- brachytherapy.

The special critical care premium applies to the hours described in paragraph B of clause 9.14 in the units stated in the second (2nd) paragraph of this clause, in accordance with the terms of paragraph A of clause 9.14.

A covered employee receives a premium based on the percentage corresponding to the applicable level:

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

9.17 Premium paid to employees in the job class of office employees and administrative technicians and professionals working in emergency departments

Employees working in emergency departments and who hold any of the below job titles receive a premium for the hours described in paragraph B of clause 9.14 in the emergency department in accordance with the terms of 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 – administrative sector (5318);
- Medical secretary (5322).

A covered employee receives a premium based on the percentage corresponding to the applicable level:

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

9.18 Premium for Youth Centre mission¹

Employees in the job class of paratechnical, auxiliary services and trades personnel assigned to the supervision or rehabilitation of Youth Centre clientele and employees in the job class of health and social services technicians and professionals working in the Youth Centre mission receive a premium for the hours described in paragraph B of clause 9.14 for the Youth Centre mission in accordance with the terms of paragraph A of clause 9.14 and the percentage corresponding to the applicable level:

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

¹ The Youth Centre mission includes the director of youth protection (DYP), but excludes the following services: litigation, adoption disclosure and reunification, family mediation and the university system.

Employees targeted by this premium may not receive the premium paid to employees who work with clientele with serious behavioural disorders as described in clause 9.20.

Employees who hold a full-time position covered by this paragraph, except those who have floating days off as provided in Appendix O, may convert part of their premium into one (1) paid day off per year.

The terms of application are the following:

- the reference year for accrual purposes is July 1 to June 30;
- the choice of converting part of the premium into a paid day off must be made by the employee no later than thirty (30) days before the beginning of the reference year;
- the paid day off is taken upon agreement with the employer;
- a paid day off that is not taken can be converted to cash at the end of the reference year.

9.19 Continuous Assistance Residence premium

Employees working with clientele in a Continuous Assistance Residence receive a premium for the hours described in paragraph B of clause 9.18 in this service in accordance with the terms of paragraph A of clause 9.14. This premium is also paid to employees working with clientele in an internal unit in a rehabilitation centre for people with intellectual disabilities.

A covered employee receives a premium based on the percentage corresponding to the applicable level:

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

Employees targeted by this premium may not receive the premium paid to employees who work with clientele with serious behavioural disorders as described in clause 9.20.

Employees in activity centre 7043 (Residential resources – continuous residential assistance (mental health)) receive, in addition to the Continuous Assistance Residence premium, the 2.2% monetary compensation described in article 8 of Appendix I.

Employees who hold a full-time position covered by this paragraph, excluding those covered in the preceding paragraph, may convert part of this premium into three (3) paid days off per year, unless they are entitled to floating days off as provided in Appendices I, O and P.

The terms of application are the following:

- the reference year for accrual purposes is July 1 to June 30;

- the choice of converting part of the premium into a paid day off must be made by the employee no later than thirty (30) days before the beginning of the reference year;
- the paid days off can be taken upon agreement with the employer;
- paid days off that are not taken can be converted to cash at the end of the reference year.

9.20 Premium paid to employees working with clientele with serious behavioural disorders

Employees who hold any of the job titles in one of the activity centres or sub-centres covered in Letter of Agreement No. 6 (Regarding employees working with clientele with serious behavioural disorders) receive a premium for the hours described in paragraph B of clause 9.14 which they have worked with this clientele, in accordance with the terms of paragraph A of clause 9.14.

A covered employee receives a premium based on the percentage corresponding to the applicable level:

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

9.21 Psychiatry premium

Employees who provide rehabilitation, care or supervision of beneficiaries and who work in the environments named in articles 4 and 5 of Appendix I, excluding those who work in a psychiatric emergency department and are entitled to the critical care premium prescribed under clause 9.15, receive the psychiatry premium for the hours described in paragraph B of clause 9.14 in accordance with the terms of paragraph A of clause 9.14.

A covered employee receives a premium based on the percentage corresponding to the applicable level:

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

This premium is distinct from the professional development premium provided in article 2 of Appendix I (Special provisions for employees of psychiatric hospitals and other relevant activity centres).

9.22 The parties may agree locally to convert the premiums provided in the collective agreement into time off.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 For the purposes of articles 10 and 11 of this collective agreement, the term "grievance" also includes any disagreement over working conditions or any disagreement that is directly related to working conditions.

10.02 The employee or employees, acting alone or accompanied by a union representative, or the union as such will, within thirty (30) calendar days of learning of the events giving rise to the grievance, but within no more than six (6) months of the occurrence of these events, submit the said grievance in writing to the head of personnel or his representative, who will reply in writing within five (5) days of receiving the grievance.

Notwithstanding the foregoing, the employee has six (6) months from the occurrence of the event giving rise to the grievance to submit her/his grievance in writing to the head of personnel or his representative in the following cases, with the corresponding provisions of the appendices:

- 1- years of experience;
- 2- salaries and job titles;
- 3- amount of salary insurance benefit;
- 4- premiums and supplements.

10.03 Notwithstanding clause 10.02, any grievance related to psychological harassment must be filed within two (2) years following the most recent manifestation of such behaviour.

10.04 In accordance with the applicable case, the thirty (30)-day, six(6)-month and two(2)-year deadlines provided in the preceding clauses are obligatory, except where the parties agree in writing to an extension.

10.05 The date of the latest occurrence giving rise to the grievance will serve as a starting date for calculating the six (6)-month deadline.

10.06 Filing a grievance under the terms of clause 10.02 in itself constitutes a request for arbitration.

The contracting parties to this collective agreement may agree in writing that an arbitration decision to be rendered on a grievance filed in one or more institutions is applicable to some or all of the institutions covered by this collective agreement.

10.07 If several employees together or the union as such deem that they have been wronged, the union may submit a written request for an investigation and ruling, following the procedure outlined above. In addition, the union may file a grievance on behalf of an employee, unless the latter objects.

10.08 An employee who leaves the employer's service without collecting the total amounts owed to her/him under the terms of this collective agreement may claim these amounts by means of the grievance and arbitration procedure.

ARTICLE 11

ARBITRATION

11.01 If the parties have not reached a satisfactory solution by the end of the five (5)-day deadline provided in clause 10.02, either party may demand that the grievance be heard in arbitration by sending the other party written notice to that effect. At the same time, that party informs the other whether it wishes to use the regular procedure or the summary arbitration procedure provided hereinafter. The parties must agree if the summary procedure is to be used, except for a grievance about one of the twenty-six (26) matters negotiated and agreed upon at the local or regional level provided 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), for which the summary procedure applies.

If the union fails to give the employer the aforementioned notice within six (6) months of the grievance being filed, the grievance will be deemed to have been withdrawn by the employee and the union.

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

Regular procedure

11.02 The parties proceed before an arbitrator. However, the parties may consent to proceed before an arbitrator with an assessor appointed by each party.

11.03 In the event of an arbitrator with assessors, either party will designate its assessor and give the assessor's name to the other party. The other party then gives its assessor's name in turn. The two (2) assessors agree on an arbitrator.

11.04 Failing agreement on the choice of an arbitrator with or without assessors, either party may request that the Minister for Labour appoint an arbitrator from the annotated list of arbitrators provided by the Comité consultatif du travail et de la main-d'oeuvre (CCTM).

11.05 A) The principal duty of the assessors named by each party is to assist the arbitrator and represent their respective parties during the hearing and deliberations.

B) Once appointed or chosen, the arbitrator must hold the first session to examine and hear the case within a period of thirty (30) days, unless otherwise agreed.

C) The arbitrator may proceed *ex parte* if either party fails to appear on the date of the hearing without a reason deemed acceptable by the arbitrator.

D) The arbitrator must render a reasoned decision in writing within sixty (60) days of the case being examined and heard. If the parties so agree, this deadline may be extended.

11.06 The arbitrator may sit or deliberate in the absence of an assessor, if the latter has been duly notified in writing of the date of the hearing at least ten (10) days in advance and has not given a reason that the arbitrator deems satisfactory.

- 11.07** The arbitrator possesses the powers conferred upon him by the Labour Code (CQLR, c. C-27).
- 11.08** If the arbitrator rules that a sum of money should be paid, he may order that this sum bear interest at the rate provided in the Labour Code, as of the date the grievance was filed or the date this sum became payable, but never retroactive to a date preceding the filing of the grievance.
- 11.09** In all cases of disciplinary action or dismissal, if a grievance is submitted to an arbitrator, this arbitrator may:
- a) reinstate the employee with full compensation;
 - b) uphold the disciplinary measure or the dismissal;
 - c) hand down any other decision considered to be equitable under the circumstances, including, if applicable, the amount of compensation or damages to which an employee who has been unjustly treated may be entitled.
- 11.10** For all grievances pertaining to an administrative measure stipulated in clause 4.13, the arbitrator may:
- a) reinstate the employee with full compensation;
 - b) uphold the administrative measure.
- 11.11** For all grievances pertaining to disciplinary measures or dismissal, the employer has the burden of proof.
- 11.12** Under no circumstances does the arbitrator have the power to modify the text of this collective agreement.
- 11.13** The arbitrator decides, on the basis of the evidence, the date on which the employee learned of the event that led to the grievance, if that date is contested.
- 11.14** The decision of the arbitrator is enforceable and binding upon both parties.
- 11.15** When a grievance involves a claim for a sum of money, the interested party may first ask the arbitrator in the case to rule on the entitlement without being obliged to establish the sum of money being claimed. If it is ruled that the grievance is partly or entirely founded and the parties cannot agree on the sum to be paid, simple written notice to the arbitrator will require the arbitrator to render a final decision, with a copy of the notice being sent to the other party. In that case, the provisions of this article will apply.
- 11.16** In the event of a grievance concerning the criteria for obtaining a position, the burden of proof lies with the employer.

Summary procedure

- 11.17** The rules provided in clauses 11.01 to 11.16 apply to the summary procedure except when modified by the clauses that follow.
- 11.18** The hearing takes place in the presence of an arbitrator chosen by the parties at the local level, who may be appointed by them for the duration of the collective agreement, if they so

desire. Failing agreement on the choice of an arbitrator, either party asks the Minister for Labour to automatically appoint an arbitrator from the annotated list of arbitrators provided by the CCTM.

In the event of a complaint about workload, if no agreement is reached on the choice of an arbitrator, either party will request that the Minister for Labour to automatically appoint an arbitrator selected from the annotated list of arbitrators provided by the CCTM.

- 11.19** Grievance hearings subject to this procedure are limited to one (1) day per grievance. At the request of either party, the arbitrator may decide to extend the duration of the hearing.
- 11.20** The arbitrator must hear the grievance on its merits before rendering a decision on a preliminary objection, unless she/he is able to rule on the objection immediately. No document may be filed by the parties after the hearing.
- 11.21** The arbitrator's ruling constitutes a specific case and does not set a precedent. Her/his decision binds the local parties.
- 11.22** The arbitrator must hold a hearing within fifteen (15) days of accepting the case and must render her/his decision in writing within the ten (10) days following the hearing.
- 11.23** In the event of a workload-related grievance, the arbitrator may assess whether there is a work overload.

It is within the arbitrator's jurisdiction to order the employer to take measures to rectify the situation. The choice of measures belongs solely to the employer.

At the union's request, the arbitrator must sit between the thirtieth (30th) and sixtieth (60th) day following her/his ruling in order to determine whether the employer's action has eliminated the work overload. If not, the arbitrator decrees the action to be taken.

- 11.24** When the union contests the creation of a merged position, the employer submits the case to arbitration and the arbitrator appointed in accordance with the arbitration procedure must hear it in priority over any other grievance. The burden of proof lies with the employer.

Mediation procedure

- 11.25** When either party indicates its intention to use the mediation procedure to settle one or more grievances, the other party must indicate its agreement or disagreement, within fifteen (15) days. If the two sides agree, the following procedure applies.

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

The local parties may agree on all operating rules surrounding the mediation procedure.

If the parties do not settle the dispute with the mediation procedure, they may then agree to use the summary procedure or the regular grievance procedure.

The local parties may also agree on any other approach to arbitral mediation.

In all cases, the expenses and fees incurred when a mediator is appointed and performs her/his duties are assumed jointly and equally by the employer and the union.

Pre-hearing conference

- 11.26** When a grievance involves a measure that definitively severs the employment relationship, a suspension of five (5) days or more, or a grievance for psychological harassment or discrimination, the parties hold a pre-hearing conference by telephone in which the arbitrator takes part, forty-five (45) days before the date scheduled for the hearing, or by a deadline agreed upon by the parties.

At the pre-hearing conference, the following aspects are presented by the parties:

- 1- a general overview of the way the parties intend to proceed when presenting their evidence;
- 2- the list of documents that the parties intend to file;
- 3- the number of witnesses the parties intend to have testify;
- 4- the kind of expertise to be invoked and experts to be called on to testify, if applicable;
- 5- the anticipated duration of the evidence;
- 6- admissions;
- 7- preliminary objections;
- 8- ways to proceed quickly and efficiently in the hearing, including projected hearing dates.

If either party finds it necessary to modify any of the aforementioned aspects in order to support its case, it must first inform the arbitrator and the other party.

- 11.27** The grievance arbitrator's fees and expenses are assumed by the party who submitted the grievance, if the grievance is dismissed, or by the party against whom the grievance was filed, if the grievance is upheld. If the grievance is upheld in part, the arbitrator determines the portion of the fees and expenses that must be assumed by each party.

Each party assumes its assessor's fees and expenses.

However, in the event of an arbitration case submitted under the procedure for settling a dispute related to a disability, stipulated in clause 23.39 of the collective agreement, or an arbitration case involving a dismissal, neither the union nor the employee is responsible for the medical arbitrator's or the arbitrator's fees and expenses except those stipulated in clause 11.28.

- 11.28** In all cases, fees and expenses related to a hearing being postponed or a grievance being withdrawn are assumed by the party instigating such a postponement or withdrawal.
- 11.29** Notwithstanding any other provision in the collective agreement, in the event of a dispute other than a grievance submitted to a third party, the latter's fees and expenses are assumed equally by the employer and the union.

ARTICLE 12

SENIORITY

- 12.01** An employee can exercise her/his seniority rights once her/his probation period has been completed.
- 12.02** Seniority is expressed in calendar years and days.
- 12.03** Once her/his probation period has been completed, an employee's first day of service is used as the starting date for calculating her/his seniority.
- 12.04** A part-time employee's seniority is calculated in calendar days. To this end, she/he is awarded 1.4 days of seniority for each regular workday stipulated in the job title, one (1) day of annual vacation taken, and one (1) statutory holiday. For the purposes of calculating the number of statutory holidays, 1.4 days of seniority are added to the employee's seniority at the end of each accounting period (13 periods per year).
- When the hours worked by a part-time employee are different from those stipulated in her/his job title for one (1) regular workday, her/his seniority for that day is calculated on the basis of the hours in a regular workday, multiplied by 1.4.
- Overtime hours are not taken into account when calculating seniority.
- 12.05** Part-time employees cannot accumulate more than one (1) year of seniority per fiscal year (April 1 to March 31).
- 12.06** Whenever a comparison must be made between the seniority of a full-time employee and that of a part-time employee, the part-time employee cannot be awarded more seniority than a full-time employee for the period between April 1 and the date on which the comparison is made.
- 12.07** The employer informs the employee of her/his accumulated seniority, at her/his request.
- 12.08** Within sixty (60) calendar days of the date on which the collective agreement comes into effect and subsequently every year within fourteen (14) days of the pay period ending March 31, the employer gives the union a list of all employees covered by the certification. This list contains the following information:
- name;
 - address;
 - telephone number;
 - e-mail address;
 - hiring date;
 - service or department;
 - job title;
 - salary;
 - status (full-time, part-time);

- seniority accumulated as of March 31;
- seniority accumulated in the past year;
- work shift;
- employee number.

By September 30 of each year at the latest, the employer provides the union with the new addresses and telephone numbers of the above-mentioned employees who have moved since the previous year's list was drawn up.

12.09 This list, minus the employees' addresses, telephone numbers, e-mail address and salaries, is posted in each of the institution's sites in the usual areas for sixty (60) calendar days, during which time any interested employee or the employer may ask that the list be corrected. Once the deadline of sixty (60) calendar days is up, the list becomes the official record of seniority, subject to any challenges to the list that were raised during the posting period.

If an employee is absent during the entire posting period, the employer sends her/him written notice indicating her/his seniority. Within sixty (60) days of receiving this notice, the employee may contest her/his seniority.

12.10 A full-time employee retains and accumulates her/his seniority in the following cases:

- 1- layoff, in the case of an employee who is entitled to the provisions of clause 15.03;
- 2- layoff for twelve (12) months, in the case of an employee who is not entitled to the provisions of clause 15.03;
- 3- absence due to an accident or illness other than an occupational accident or illness (as mentioned below) for the first twenty-four (24) months;
- 4- absence due to an occupational accident or illness recognized as such by the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);
- 5- authorized leave, except where there are provisions to the contrary provided in this collective agreement;
- 6- leave stipulated under the provisions for parental rights (maternity, paternity or adoption).

12.11 A part-time employee is entitled to the provisions of the preceding clause in proportion to the weekly average number of days of seniority accumulated over her/his last twelve (12) months of service or since her/his first day of service, whichever date is closest to the beginning of her/his absence. These days of seniority are accumulated as they come.

12.12 An employee retains her/his seniority when she/he is seconded. Seniority acquired during this secondment is credited to her/him upon her/his return to the institution.

12.13 An employee retains her/his seniority when she/he is absent due to a disability other than an occupational accident or illness as stipulated above, from the twenty-fifth (25th) to the thirty-sixth (36th) month of this disability.

An employee who resigns from her/his position to register on the recall list retains her/his seniority.

12.14 The employee loses her/his seniority and her/his job in the following cases:

- 1- voluntary resignation;
 - 2- in the case of a student, a return to full-time studies constitutes a voluntary resignation. Only students hired solely to do replacement work during the annual vacation period are affected by the provisions of this paragraph;
 - 3- dismissal;
 - 4- refusal or neglect on the part of the employee from the recall list to make known her/his availability, after having received thirty (30) days' notice from her/his employer to this effect. The notice is sent by registered letter to the last known address of the employee, and a copy is sent to the union;
 - 5- layoff exceeding twelve (12) months, with the exception of employees covered by clause 15.03;
 - 6- absence due to a disability other than an occupational accident or illness (as mentioned above), after the thirty-sixth (36th) month of absence.
- 12.15** An employee loses her/his seniority without losing her/his job, if she/he is absent for more than three (3) consecutive days of work without providing notice or a reasonable excuse.
- 12.16** An employee can assert her/his seniority rights in regard to all the jobs covered by the bargaining unit, in compliance with the rules provided in this collective agreement, and will retain her/his seniority when her/his job status changes.
- In regard to provisions that may be subject to a local agreement under this collective agreement or to a provision negotiated and agreed upon at the local level, the local parties may agree to apply seniority to all the bargaining units combined.
- 12.17** The provisions on seniority apply to full-time employees and part-time employees. Full-time employees and part-time employees accumulate seniority in accordance with the provisions of this article for the purposes of acquiring rights under this collective agreement.

ARTICLE 13

BUDGETS FOR THE DEVELOPMENT OF HUMAN RESOURCES AND PROFESSIONAL PRACTICE

13.01 Each year from April 1 to March 31, the employer will devote a percentage of the payroll¹ to the development of all human resources within the bargaining unit. The amount is determined as follows:

- Nursing and cardio-respiratory care: 1.34%
- Paratechnical personnel, auxiliary services and trades: 0.50%
- Office employees and administrative technicians and professionals: 0.50%
- Health and social services technicians and professionals: 1.25%

This amount cannot not be less than one hundred dollars (\$100.00).

13.02 If in the course of a year, the employer does not commit the entire amount thus determined, the remaining sum is added to the amount he must earmark for these activities the following year.

Development of the professional practice of employees in the job class of health and social services technicians and professionals

13.03 Each year from April 1 to March 31, the employer will devote a budget equivalent to 0.28% of the payroll² of all the employees in the bargaining unit specifically for the development of the professional practice of employees in the job class of health and social services technicians and professionals.

The parties must concur, by local agreement, on the use of the budget dedicated to the development of professional practice.

¹ The total payroll is the amount paid, for the preceding fiscal year, in regular salaries listed in the list of job titles, job descriptions and salary rates and scales in the health and social services sector, leave with pay, days of sick leave and salary insurance, plus employee benefits paid as a percentage (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees. Payroll excludes supplements, premiums and additional remuneration.

² The total payroll is the amount paid, for the preceding fiscal year, in regular salaries listed in the list of job titles, job descriptions and salary rates and scales in the health and social services sector, leave with pay, days of sick leave and salary insurance, plus employee benefits paid as a percentage (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees. Payroll excludes supplements, premiums and additional remuneration.

ARTICLE 14

LAYOFF PROCEDURE

I – SPECIAL MEASURES

14.01 1- Changes in mission with creation of a new institution or integration into one or more institutions that assume the same mission (whether or not there is a new legal entity)

- A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security will choose a position by seniority, in their institution or another institution. Should the employees fail to make this choice, they will be registered on the recall list of the institution that has changed its mission.
- B) If there are fewer jobs to be filled in the same job title and status than the number of employees with job security in that job title and status, the latter will choose a position with the same status, by seniority, in their institution or in another institution, in the following order:
 - 1- in the same job title;
 - 2- if there is a lack of available positions in the same job title, said employees will choose a position from the same sector provided they meet the normal requirements of the job.

However, an employee with job security cannot be prevented from choosing a position in her/his job title as a result of the implementation of the provisions stipulated in subparagraph 2.

Should the employees fail to make a choice, they will be registered on the recall list of the institution that has changed its mission.

- C) If there are still positions to be filled, employees who hold jobs without job security will choose a position, by seniority, in their institution or in another institution. The choice will be made among positions with the same status and job title. Failing that, the choice will be made in another job title from the same sector, provided the employees meet the normal requirements of the job. Should these employees fail to make a choice, they will be registered on the recall list of the institution that has changed its mission.
- D) Until the new organization plan comes into effect, when the employer abolishes a position in a service or department, the least senior employee with the same job title and status in this service or department is the one affected. If that employee chooses a position in another institution, she/he is transferred to it in that institution as soon as she/he can assume that position. In the meantime, employees with job security are registered on the replacement team in their institution and those with no job security are registered on the recall list in their institution.

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

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

- A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security will choose a position by seniority. Should they fail to make such a choice, they will be registered on the recall list.
- B) If there are fewer jobs to be filled in the same job title and status than the number of employees with job security in that job title and status, the latter will choose, by seniority, between staying in the institution and leaving it.

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

Until the new organization plan comes into effect, when the employer abolishes a position or closes down a service or department and the employee concerned has job security and has chosen to leave the institution, she/he will be laid off. If the employee concerned has chosen to stay in the institution, she/he will take the position of the most senior employee in the same job title and status in the institution who has chosen to leave. In the event that there are not enough employees who have chosen to leave, she/he will take the position of the employee with the same job title and status who has the least seniority in the institution. If the employee affected by the abolishment of a job or the closure of a service or department does not have job security, she/he will take the position of the employee from the same sector and status who has the least seniority in the institution, provided she/he meets the normal requirements of the job. The employee thereby affected or the one unable to obtain a position will be laid off.

When the organization plan comes into effect, employees with job security who remain in the institution must choose a position with the same status, among the positions to be filled, by seniority, in the order stipulated in paragraph B of clause 14.01-1.

Should they fail to make a choice, they will be registered on the recall list.

- C) If there are still positions to be filled, employees who hold jobs without job security will choose a position, by seniority, with the same status and job title. Failing that, the choice will be made in another job title from the same sector, provided the employees meet the normal requirements of the job. Should these employees fail to make a choice, they will be registered on the recall list.

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

14.02 1- Total shutdown of an institution with creation of or integration of this institution or a part thereof into one or more institutions

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

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

Until the date the institution closes definitively, when the employer abolishes a position in a service or department, it is the employee from that job title and status with the least seniority in this service or department who will be laid off. If that employee has chosen a position in another institution and that position is vacant, she/he will be transferred to that position. If said employee does not have job security, she/he will take the position of the employee from the same sector and status who has the least seniority in the institution, provided she/he meets the basic requirements of the job. The employee thus affected or the one who was unable to obtain a position is laid off.

- C) If there are still positions to be filled, employees who hold jobs without job security will choose a position in another institution, by seniority, with the same status and job title. Failing that, the choice will be made in another job title from the same sector, provided the employees meet the normal requirements of the job. Should these employees fail to make a choice, they will be deemed to have resigned.

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

2- Total shutdown of one or more institutions without creation of or integration into another service or department

Until the date the institution closes definitively, when the employer abolishes a position in a service or department, it is the employee from that job title and status with the least seniority in this service or department who will be laid off. If that employee does not have job security, she/he will take the position of the employee from the same sector and status who has the least seniority in the institution, provided she/he meets the normal requirements of the job. The employee thus affected or the one who was unable to obtain a position will be laid off.

On the date the institution closes definitively, the employees who are still employed by the institution will be laid off and registered, if applicable, with the SNMO.

14.03 Total or partial shutdown of one or more services or departments with creation or integration of said services or departments or part(s) thereof into one or more institutions that take on the same vocation for the population as was formerly carried out by said service(s) or department(s)

When the employer completely shuts down one or more services or departments, the employees from the service or department are the ones affected.

When the employer partially shuts down a service or department, the employees with the least seniority in the job title and status concerned are the ones affected.

Employees whose position is abolished will choose a position in another institution, by seniority, in the same job title and status, according to the jobs available.

However, if there are fewer positions to be filled in the same job title and status than the number of employees with job security whose position is abolished, these employees will choose, by seniority, between using the bumping and/or layoff procedure and filling a position available in another institution. Any positions still available are then filled by employees with the least seniority among those with job security.

Employees who refuse this transfer will be registered on their institution's recall list.

If there are not enough available positions in the same job title and status, the other employees will be subject to the bumping and/or layoff procedure.

14.04 Merger of institutions

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

A) If the organization plan resulting from the merger of institutions provides for the partial shutdown of a service or department with creation of or integration into one or more other services or departments, the provisions of clause 14.05 will apply.

B) If the organization plan resulting from the merger of institutions provides for the shutdown of services or departments without creation of or integration into any other service(s) or department(s), the provisions for the bumping and/or layoff procedure will apply.

C) If the organization plan resulting from the merger of institutions provides for the shutdown of a service or department with creation of or integration into one or more other services or departments or merger of services or departments, the provisions of clause 14.07 will apply.

14.05 Total or partial shutdown of one or more services or departments with creation of or integration into one or more other services or departments

When the employer completely shuts down a service or department, the employees from the service or department are the ones affected.

When the employer partially shuts down a service or department, the employees with the least seniority in the job title and status concerned are the ones affected.

Employees whose position is abolished choose a position, by seniority, in the same job title and status, in another service or department, according to the jobs available.

However, if there are fewer positions to be filled in the same job title and status than the number of employees with job security whose position is abolished, these employees will choose, by seniority, between using the bumping and/or layoff procedure and filling a position available in another service or department. Any positions still available are then filled by employees with the least seniority among those with job security.

Employees who refuse this transfer are registered on their institution's recall list.

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

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

If one or more services or departments are closed, the bumping and/or layoff procedure will apply.

14.07 Merger of services or departments

Employees are transferred within the same job title and status into the new service or department, according to the jobs available.

In the event that there are fewer positions to be filled than the number of employees affected, the positions are filled, by seniority, by employees from the same job title and status. If they refuse, they are registered on the recall list.

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

14.08 In the context of special measures stipulated in clauses 14.01 to 14.07, at the request of either party, the parties meet to agree, if applicable, on alternatives likely to reduce the impact on employees. They may also agree locally to other terms of application for clauses 14.05 to 14.07.

14.09 In the cases stipulated in clauses 14.01 to 14.04, the employer gives a single notice in writing, at least two (2) months in advance, to the SNMO, the national joint committee on job security, the union and the employee.

14.10 In the cases stipulated in clauses 14.05 to 14.07, the employer gives a single notice in writing, at least two (2) months in advance, to the union and the employee.

Except for the notice given to the employee, the notice stipulated in clauses 14.09 and 14.10 includes the name, address and job title of the employees in question. Notice to the SNMO also includes the telephone numbers of the employees in question.

The notice given to the union also includes the following information:

- the prescribed deadline;
- the nature of the reorganization;
- any other relevant information related to the reorganization.

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

14.11 Transfers of employees arising from the application of clauses 14.01 to 14.07 are carried out within a radius of seventy (70) kilometres of their home base or domicile.

However, an employee transferred outside of a radius of fifty (50) kilometres of her/his home base or domicile is entitled to the mobility premium stipulated in article 15 and to the moving expenses stipulated in article 16, if applicable.

To be eligible for reimbursement of expenses as stipulated in article 16, the move must take place within a maximum of six (6) months of the employee's first day in her/his new position.

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

14.13 An institution that takes over and/or creates one or more new services or departments may not proceed with any hiring of applicants from outside that would in effect deprive the employees from one or more of the services or departments being shut down of a job in the new institution or in the new service or department.

An employee who is transferred to a new institution following implementation of a special measure stipulated in this article carries over to her/his new employer the seniority that she/he held with her/his old employer.

14.14 For the purposes of applying the special measures stipulated in this article, staff transfers are done by status.

In the case of part-time employees, these provisions apply to positions that have the same number of hours as the position she/he holds, or more.

14.15 In the context of special measures stipulated in clauses 14.01 to 14.07, the employer posts the list of available jobs for a period of seven (7) days.

14.16 At the end of the period of advance notice, except for employees covered by the provisions of clause 14.02, an employee who has been laid off must use 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 event that one or more non-vacant positions are abolished, the employer gives the union at least four (4) weeks' notice in writing, indicating the position or positions to be abolished. This notice may also include any other information pertaining to the abolishment. At the request of either party, the parties meet to reach an agreement, if applicable, on alternatives likely to reduce the impact on employees.

The bumping and/or layoff procedure applies.

II – BUMPING AND/OR LAYOFF PROCEDURE

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

- a) must take into account the employees' seniority, insofar as they meet the normal requirements of the job;
- b) must take into account employees' job status;
- c) must ensure that at the end of the bumping and/or layoff process, the employee who is in fact laid off is the one with the least seniority, taking into account the two principles stipulated in paragraphs a) and b). This provision does not apply if all the employees affected by the bumping and/or layoff procedure have job security.

Unless the local parties agree otherwise, the bumping procedure is carried out within a radius of fifty (50) kilometres of the covered employee's home base or domicile. Where there are no bumping options for the covered employee within this fifty (50) kilometre radius, the applicable radius is seventy (70) kilometres.

- 14.19** A full-time employee or part-time employee who bumps a part-time employee has her/his salary adjusted in proportion to her/his work hours.
- 14.20** In all cases, an employee who bumps outside a fifty (50)-kilometre radius from her/his home base or domicile is entitled to the mobility premium provided in article 15 and the moving expenses provided in article 16, if applicable. To be eligible for reimbursement, the move must take place within a maximum of six (6) months of the employee's first day in her/his new job.
- 14.21** The salary of an employee affected by the provisions of this article is determined in accordance with clauses 7.02 to 7.06. Unless there are provisions to the contrary stipulated in this article, in no instance may an employee incur a reduction in salary.
- 14.22** If, as a result of implementing the bumping and/or layoff procedure, employees covered by clause 15.02 or 15.03 are in fact laid off, these employees will be reassigned to another position in accordance with the procedure provided in article 15. The other employees will be registered on the institution's recall list.

Definition of radius

- 14.23** For the purposes of applying this article, the fifty (50)- or seventy (70)-kilometre radius, as the case may be, is calculated by road distance (following the usual route) centered on the home base where the employee works or her/his domicile.

ARTICLE 15

JOB SECURITY

An employee covered by clauses 15.02 or 15.03 who is laid off following the application of the bumping and/or layoff procedure or following the total shutdown of her/his institution or the total destruction of her/his institution by fire or otherwise, is entitled to the provisions of this article.

15.01 Replacement team

- A) An employee covered by clause 15.03 who has been laid off following the application of article 14 will be registered on the replacement team of the institution where she/he is an employee. When signed up on the work schedule, the employee is covered by the provisions of the collective agreement. In this case, however, her/his remuneration will not be lower than the layoff benefits stipulated in clause 15.03.
- B) Employees from the replacement team are signed up on the work schedule according to their pre-layoff status (full-time, part-time), and must report for work.
- C) Employees from the replacement team are assigned to duties in a comparable job title, as per clause 15.05, provided they meet the normal requirements of the duties to be performed.
- D) All assignments to a full-time position must first be given on a priority basis to a full-time employee, regardless of the part-time employees' seniority.
- E) Employees from the replacement team may not refuse a proposed assignment.
- F) During the first twelve (12) months following an employee's layoff, the employer may assign an employee from the replacement team outside a radius of fifty (50) kilometres but no further than seventy (70) kilometres from her/his home base or domicile.

After the twelve (12)-month period following an employee's layoff, the employer may assign an employee from the replacement team outside a radius of seventy (70) kilometres from her/his home base or domicile.

The following conditions apply to these assignments:

- 1- the employer provides the employee with the travel and living-expense allowances stipulated in article 27 (Travel allowances);
- 2- he can assign the employee only for replacement assignments involving at least five (5) days of work;
- 3- he can assign the employee only for short-term replacements [one (1) month, maximum], limiting the number of assignments to no more than four (4) non-consecutive assignments per year;
- 4- the employee cannot be kept on this assignment and must be reassigned to a replacement assignment within a radius of fifty (50) or seventy (70) kilometres, as the case may be, as soon as such an assignment is available, notwithstanding the seniority rules stipulated in this clause;

5- replacement assignments outside the radius of fifty (50) or seventy (70) kilometres, as the case may be, are used only in exceptional circumstances.

15.02 An employee with between one (1) and two (2) years of seniority who is laid off will benefit from employment priority in the health and social services sector. Her/his name will be registered on the SNMO list, and she/he will be reassigned in accordance with the procedures stipulated in this article.

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

During her/his waiting period for reassignment, the employee cannot accumulate days of sick leave, vacation or statutory holidays.

Moreover, the employee will not receive any benefits during her/his waiting period or be entitled to the mobility premium, moving or living expenses, or the severance pay provided in this article.

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

15.03 An employee with two (2) years or more of seniority who is laid off will be registered on the SNMO list and be entitled to job security as long as she/he has not been reassigned to another job in the health and social services sector under the procedures provided in this article.

Job security only includes the following benefits:

1- reassignment in the health and social services sector;

2- layoff benefits;

3- continuity of the following benefits:

a) standard life insurance plan

b) basic health insurance plan

c) salary insurance plan

d) pension plan

e) accumulation of seniority under the terms of this agreement and this article

f) vacation plan

g) transfer of the employee's sick leave bank and accumulated vacation time at the time of her/his reassignment to a new employer, minus the days used during her/his waiting period

h) parental rights stipulated in article 22.

Union dues continue to be deducted.

Layoff benefits are equal to the salary provided for in the employee's job title or to her/his off-scale salary, if applicable, at the time of her/his layoff.

During the period in which she/he has not been reassigned, a part-time employee receives layoff benefits equal to the average weekly salary for the hours of work performed during her/his last twelve (12) months of service. However, these benefits may not be less than the salary that corresponds to the regular hours of the position she/he held at the time she/he was laid off.

These benefits are increased on the date of the statutory increase and the date of a change in scale, if applicable.

Evening, night, and increases in evening-shift, night-shift or rotating shift premiums split-shift, seniority, responsibility and inconvenience premiums not incurred are excluded from the basis of calculation for the layoff benefits.

15.03A For the purposes of calculating layoff benefits for part-time employees, the regular hours in a part-time position are the average weekly number of hours stipulated in the posting plus, if applicable, the weekly average of other hours worked in that position by the employee who holds that position or by another employee, over the past twelve (12) months.

For the purposes of applying the preceding paragraph, the hours worked on an assignment of a limited duration or to handle a temporary work overload, as well as overtime hours, are excluded from the calculation.

If the part-time position was created less than twelve (12) months prior, the average will be calculated on the basis of the number of weeks since it was created.

15.04 For the purposes of acquiring the right to job security or employment priority, seniority will not be accumulated by the following:

- 1- an employee who is laid off;
- 2- an employee on authorized leave of absence without pay after the thirtieth (30th) day from the beginning of the leave, except for leaves covered in paragraphs 22.13, 22.14, 22.15, 22.19, 22.19A, 22.21A and 22.22;
- 3- an employee on sick leave or accident leave after the ninetieth (90th) day from the beginning of the leave, excluding industrial accidents and occupational diseases recognized as such under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);
- 4- an employee who is not the incumbent of any position in the institution. However, when such an employee obtains a position, her/his accumulated seniority in the institution is credited for the purposes of job security or employment priority, subject to the restrictions stipulated in the preceding paragraphs.

15.05 Reassignment procedure

An employee is reassigned to a position for which she/he meets the normal requirements of the job, taking into account seniority, applied by reassignment area. The requirements must be relevant and related to the nature of the duties.

During the first twelve (12) months following an employee's layoff, the applicable reassignment area is fifty (50) kilometres. After this period, the applicable reassignment area is seventy (70) kilometres.

The reassignment area is a geographic area within a fifty (50) or seventy (70) kilometre radius, as the case may be, by road (following the usual route), centered on the home base where the employee works or on her/his domicile.

Reassignment is carried out in the following order:

Section I – Reassignment to a comparable position¹

- A) A full-time employee covered by clause 15.03 is deemed to have applied for any vacant or newly created comparable position with the same status in the institution in which she/he is employed in the reassignment area applicable to the time period that has elapsed since the layoff date, and for which she/he meets the normal requirements of the job. A part-time employee is deemed to have applied for any comparable position with the same number of hours or more than the position she/he held and for which she/he meets the normal requirements of the job.
- B) The position is awarded to an employee if she/he is the only applicant or the one with the most seniority. If she/he refuses the position, she/he is deemed registered on the institution's recall list.
- C) If another applicant for this position has more seniority than the employee covered by clause 15.03, the employer will award the position in accordance with the provisions on voluntary transfers, provided that the applicant frees up a comparable position that is accessible to the most senior employee covered by clause 15.03.
- D) Otherwise, the position is awarded to the employee who has the most seniority on the replacement team. If she/he refuses the position, she/he will be deemed to be registered on the institution's recall list.
- E) The rules provided in the preceding paragraphs apply to vacancies ensuing from a promotion, transfer or demotion until the end of the process, in accordance with the relevant provisions on voluntary transfers.
- F) In the event that a position that is required to be awarded to an employee covered by clause 15.03 is located more than fifty (50) kilometres from her/his home base and domicile, the following provisions apply:
 - 1- The employee can refuse the position offered as long as there is another employee covered by the same clause who has less seniority and who meets the normal requirements of the position, and if the position is a comparable position located in the reassignment area applicable to the time period that has elapsed since the layoff date. However, an employee covered by clause 15.03 can refuse the position offered as long as there is another employee covered by the same clause who has less seniority in the reassignment area applicable to the time period that has elapsed since the layoff date, and meets the normal requirements of the job, and for whom it is a comparable position
 - 2- If more than one position can be awarded to the employee, she/he is reassigned to the position considered to be the most advantageous for her/him.
 - 3- The reassignment to such a position may be granted if the anticipated replacement needs ensure steady work for the employee and if a vacant comparable position in the institution and

¹ A comparable position within the institution.

within the replacement area applicable to the time period that has elapsed since her/his layoff becomes accessible within a given period of time.

- 4- The local parties may agree on other measures to the same effect that are likely to mitigate the impact of the replacement of an employee covered by clause 15.03 in a position in an institution located further than fifty (50) kilometres.

G) Until her/his reassignment, an employee may be assigned to a vacant or newly created comparable part-time position with fewer hours than the position she/he held and for which she/he meets the normal requirements of the job. During that period, she/he is not governed by the provisions on voluntary transfers.

H) An employee thus assigned continues to be covered by the provisions of this article. She/he is registered on the replacement team to complete her/his work week or, in the case of a part-time employee, until she/he has worked the number of hours used to calculate her/his layoff benefits.

Section II – Reassignment to an available comparable position²

A) An employee covered by clause 15.03 must accept any comparable position available that is offered to her/him in the reassignment area applicable to the time period that has elapsed since the layoff date.

B) However, an employee covered by clause 15.03 can refuse the position offered as long as there is another employee covered by the same clause who has less seniority in the reassignment area applicable to the time period that has elapsed since the layoff date, who meets the normal requirements of the job, and for whom it is a comparable position.

C) Written notice of the offer must be sent to the least senior employee, who has five (5) days to indicate her/his choice.

D) The SNMO may oblige an employee affected by the total shutdown of an institution or by the total destruction of the institution by fire or otherwise, to move if there is no other institution in the applicable reassignment as provided in clause 15.05.

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

In such cases, the employee will move as close as possible to her/his former home base, and will be entitled to the mobility premium provided in clause 15.10 and moving expenses, if applicable.

E) A part-time employee is reassigned in an available comparable position provided that the weekly number of work hours for this position is equal to or greater than the weekly average hours that this employee worked in the last twelve (12) months of service preceding her/his layoff.

F) A full-time employee who is reassigned on an exceptional basis to a part-time position does not thereby incur any pay reduction in relation to the salary she/he earned in her/his job title prior to being laid off.

G) An employee who is offered a position under the terms of application described above is entitled to refuse such a position. In the event of her/his refusal, she/he is deemed registered on the recall

² A comparable position within the institution.

list of her/his institution, subject to the choices open to her/him under the preceding paragraphs. However, if the institution no longer exists, the employee's refusal is deemed to be a voluntary resignation from her/his position, subject to the choices open to her/him under the preceding paragraphs.

- H) When an employee so requests, the employer may postpone her/his reassignment to another institution if the anticipated replacement needs ensure steady work for the employee and if a vacant comparable position in the institution may become accessible within a given period of time.

Section III – Available position

- A) For the purposes of applying this article, a full-time or part-time position is considered available when there is no applicant who meets the normal requirements of the job, or when according to the provisions on voluntary transfers, the position should be filled by a part-time employee with less seniority than an employee covered by clause 15.03 who is registered on the SNMO list.
- B) No institution may call in a part-time employee with less seniority than an employee covered by clause 15.03 who is registered on the SNMO list, or hire an outside applicant for an available full-time or part-time position as long as there are employees covered by clause 15.03 who are registered on the SNMO list and meet the normal requirements of such a position.

Section IV – Comparable position

For the purposes of applying this article, a position will be deemed comparable if the position offered under the preceding clauses is included in the same sector of work as the one the employee has left. The sectors are the following:

- 1- nursing;
- 2- graduate technicians' work;
- 3- para-technical work;
- 4- auxiliary services;
- 5- office work;
- 6- trades;
- 7- social work (social aides, social work technicians /social counsellors and contributions technicians);
- 8- education and/or rehabilitation (educators, specialized education technicians/special care counsellors);
- 9- nursing assistants' work;
- 10- professional work.

Section V – Miscellaneous provisions

15.06 An employee must meet the normal requirements of any position to which she/he is reassigned. It is up to her/his new employer to prove that the applicant who was reassigned by the SNMO is unable to meet the normal requirements of the job.

15.07 An employee covered by clause 15.03 may ask to be reassigned to a non-comparable position in her/his institution, for which she/he meets the normal requirements.

- 15.08** An employee who has to move pursuant to this article receives written notice and is granted a period of five (5) business days to make her/his choice. A copy of such notice is forwarded to the union.
- 15.09** An employee covered by clause 15.03 may accept a position outside of the reassignment area applicable to the time period that has elapsed since the layoff date. An employee who accepts a position outside of a radius of seventy (70) kilometres of her/his home base or domicile is entitled to a reassignment premium equal to three (3) months' salary, and moving expenses, if applicable.
- 15.10** Subject to clause 15.09, an employee covered by clause 15.03 who is reassigned, within the meaning of this article, outside of a fifty (50) kilometre radius of her/his home base or domicile is entitled to the reassignment premium. If the employee has to move, she/he is entitled to moving expenses as provided in the Conseil du trésor regulations appearing in article 16 or the allowances provided by the federal labour mobility program, if applicable.
- 15.11** A part-time employee covered by clause 15.03 receives the replacement premium in proportion to the number of hours worked during her/his last twelve (12) months of service.
- 15.12** An employee covered by clause 15.03 ceases to receive her/his layoff benefits as soon as she/he has been reassigned within the health and social services sector or as soon as she/he holds a job outside this sector.
- 15.13** A reassigned employee carries over to her/his new employer all the rights conferred upon her/him by this agreement, except the privileges acquired under article 28 that are not transferable.
- 15.14** If there is no collective agreement with the new employer, each reassigned employee will be covered by the provisions of this agreement insofar as such provisions are individually applicable, as if it were a personal employment contract, until a collective agreement is concluded in the institution or until her/his working conditions become regulated.
- 15.15** An employee covered by clause 15.03 who, on her/his own initiative, finds work outside the health and social services sector between the time she/he is effectively laid off and her/his notice of reassignment or who, for personal reasons, decides to leave this sector for good and hands in her/his resignation in writing to her/his employer, is entitled to an amount equal to six (6) months' salary as severance pay.

A part-time employee receives severance pay in proportion to the hours worked in the last twelve (12) months of service preceding her/his layoff.

Notwithstanding the preceding, during the first three (3) weeks of being laid off, an employee can elect to hand in her/his resignation upon receipt of the written notice of reassignment stipulated in this clause, without affecting her/his right to a severance premium.

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

- 1- A national workforce planning service is established and falls under the responsibility of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS).

The SNMO coordinates the reassignment and assumes the responsibility for implementing the retraining programs for employees covered by clause 15.03, in accordance with the rules stipulated in the collective agreement.

2- At the end of each accounting period, the SNMO transmits to the representatives of the comité paritaire national sur la sécurité d'emploi (CPNSE) all the information associated with fulfilling its terms of reference, notably:

- the list of available positions;
- the list of employees covered by clause 15.03, including information appearing on their registration file, highlighting the following situations:
 - employees registered during the accounting period;
 - employees whose names have been struck from this list during the accounting period, the reason, and if applicable, the name of the institution where they were reassigned;
 - employees who have still not been reassigned.

3- The SNMO also transmits in writing all the information about a reassignment to the representatives of the CPNSE, the institutions and unions concerned, and the employees covered by clause 15.03 who are from the same sector of work and have more seniority than the employee reassigned.

15.17 Retraining

1- For the purposes of reassigning employees to job titles that are subject to a large number of requests for available positions at the SNMO, retraining courses will be accessible to employees covered by clause 15.03 who have few reassignment opportunities.

Retraining for employees with job security who are registered with the SNMO may be updated by any academic or other approach to learning that enables the employee in question to acquire or update skills and/or knowledge required for her/his job title or another job title.

To give priority to the reassignment of employees covered by clause 15.03 in their institution after a retraining period, the local parties shall agree beforehand that a position be made available to the employees thus retrained.

2- Employees' eligibility for retraining courses is subject to the following conditions:

- the employee's job title has been identified as a priority for retraining;
- the employee meets the requirements of the organizations offering the courses;
- an available position can be offered in the short term to the retrained employee.

3- The following provisions apply to employees slated for retraining:

- an employee who is taking retraining courses is not compelled to accept a replacement assignment or a reassignment during her/his retraining;
- the SNMO pays for tuition fees;

- an employee who has completed her/his retraining is subject to the rules on replacements, in her/his job title as well as in the job title for which she/he has been retrained;
- for the purposes of reassigning her/him, an employee who has completed her/his retraining will be deemed to be in the job title for which she/he has been retrained;
- an employee may, with a valid reason, refuse to take a retraining course thus offered; if she/he has no valid reason, she/he will be deemed to be on the institution's recall list.

15.18 Recourse

Any employee covered by clause 15.03 who believes she/he has been wronged by a decision of the SNMO may request that the CPNSE examine her/his case by sending a written notice to this effect within ten (10) days of the SNMO transmitting information under clause 15.16-3 on a reassignment, or within ten (10) days of the SNMO transmitting its appraisal of the reason for her/his refusal to accept the retraining offered.

The CPNSE settles the dispute within ten (10) days of receiving notice, or within any other time limit agreed upon by the committee.

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

When members of the CPNSE fail to settle a dispute, they shall agree on the choice of an arbitrator. Failing such agreement, an arbitrator will automatically be appointed by the Ministère du Travail, de l'Emploi et de la Solidarité sociale. The arbitrator's fees and expenses are assumed equally by the parties.

The arbitrator must transmit to the parties on the CPNSE, the SNMO, the employees, the unions and the institutions concerned, the location, date and time he intends to proceed with the appeal hearing. The arbitrator must hold the appeal hearing within twenty (20) days of being referred the case.

The arbitrator proceeds with the hearing and hears every witness and representation made by the parties (CUPE-FTQ and the SNMO) and by any interested party.

If either party fails to be present or represented on the day of the hearing after being duly convened, the arbitrator may proceed in the absence of one of the parties.

The arbitrator must hand down her/his decision within fifteen (15) days of the date set for the hearing. This decision must be reasoned and issued in writing.

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

The arbitrator has all the powers attributed under the terms of article 11 of the collective agreement.

It is agreed that the arbitrator may not add to, abridge or alter anything in the text of this collective agreement.

If the arbitrator comes to the conclusion that the SNMO has not acted in accordance with the provisions of the collective agreement, she/he may:

- cancel a reassignment;
- order the SNMO to reassign the wronged employee in compliance with the provisions of the collective agreement;
- render any decision on the reasons for the employee's refusal to undergo retraining;
- issue decrees that are binding on all the interested parties.

15.19 Joint national committee on job security (CPNSE)

1- A joint regional committee on job security is established. It is composed of three (3) representatives of CUPE-FTQ and three (3) representatives of the CPNSSS. If the issue to be dealt with involves more than one union organization, the CPNSE will be expanded and will sit with three (3) representatives present from each of the union organizations in question.

Ms. Nathalie Faucher³ is appointed chairperson. She participates in CPNSE meetings only if the committee is not unanimous on a decision to be handed down pursuant to paragraphs 3 and 4, or if the CPNSE fails to agree on the admissibility of a dispute related to special measures.

2- The CPNSE's terms of reference are to:

- a) verify the application of the rules stipulated in the collective agreement for the SNMO's reassignment of employees covered by article 15;
- b) settle disputes related to SNMO decisions;
- c) cancel a reassignment if the procedure for reassignment to an available and comparable position has not been applied;
- d) identify solutions in the event that:
 - in the last six (6) months of their layoff, employees covered by clause 15.03 were reassigned for less than 25% of the number of hours used to set their layoff benefits;
 - employees covered by clause 15.03 have not been reassigned in the first twelve (12) months of their layoff;
 - there are reassignment difficulties related to the reassignment area;
- e) analyze the options of retraining employees covered by clause 15.03 who have few reassignment possibilities, discuss the sums of money that have to be devoted to such retraining, and if applicable, identify selection criteria. The CPNSE shall submit its recommendations to the SNMO;
- f) discuss any issue related to job security that stems from its terms of reference.

3- At the request of a union or an employer, the CPNSE decides any dispute over the applicable terms and conditions in the event of a special measure not provided for in the

³ Should the chairperson be unable to fulfill her duties, Mr. Claude Martin will be her alternate.

collective agreement, or any dispute over the provision to choose among clauses 14.01 to 14.07. In the latter case, the dispute must involve more than one (1) bargaining unit.

Such a request must be made within thirty (30) days of the date on which the employer transmits a notice of his intention to apply such a measure.

If the CPNSE cannot agree on the admissibility of a dispute, the chairperson decides. In the event that the CPNSE, or failing that, the chairperson, concludes that the dispute is admissible before the CPNSE, the contemplated measure is suspended until the decision is handed down.

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

The CPNSE determines whether regulations are necessary that would be applicable in the event of a special measure not provided for in the collective agreement or when different rules cannot be reconciled.

4- At the request of either of its constituent parties, the CPNSE meets:

a) to agree on the measures needed to:

- deal with any decision resulting in the local parties shirking their obligations, by agreement or otherwise, in regard to available positions for employees covered by clause 15.03;
- deal with any decision at the regional level that might contravene the provisions of the job security system;

b) to examine, if need be, the possibility of reconciling the rules concerning the reassignment of employees covered by clause 15.03 when more than one union organization is involved, and if the rules on reassignment are not reconcilable, examine the reassignment of these employees;

c) to examine the validity of an employee's registration with the SNMO when she/he is covered by clause 15.03.

5- Any unanimous decision by the CPNSE pursuant to paragraphs 3 and 4 is enforceable and binding on both interested parties. If the CPNSE fails to reach an agreement, the chairperson settles the question and must render a decision in writing within fifteen (15) days of the CPNSE's meeting. That decision is enforceable, final and binding on all the interested parties. The chairperson has all the powers of an arbitrator under the terms of article 11 of the collective agreement. It is agreed that the chairperson of the CPNSE may not add to, abridge or alter the provisions stipulated in the collective agreement except in the following cases:

- no provision was made for the special measure;
- the chairperson was unable to reconcile the various collective agreements' provisions on the special measures or when the rules on reassignment are not reconcilable pursuant to paragraph 4b).

In all cases, the chairperson can determine the applicable rules, and this decision sets a precedent.

- 6- If either party fails to report to a meeting of the CPNSE after being duly convened, the committee or, if applicable, the chairperson, may proceed in the absence of one of the parties.
- 7- The institutions will cancel any reassignment pursuant to a decision by the CPNSE or its chairperson.
- 8- The fees and expenses of the CPNSE's chairperson are assumed equally by the parties.
- 9- The CPNSE sets the rules it needs to run smoothly. All the committee's decisions must be made unanimously.

15.20 If an employee contests an SNMO decision involving an obligatory move and does not begin working in her/his new position, she/he will cease to receive the benefit that is equal to her/his salary as of the fiftieth (50th) day of the SNMO's notice indicating the location of her/his new job.

The CPNSE or, failing unanimity, its chairperson, settles any complaint made by an employee about a reassignment entailing a move. For that purpose, the chairperson of the CPNSE has all the powers of an arbitrator under the terms of article 11.

If the employee wins her/his case, the chairperson of the CPNSE orders the reimbursement of expenses incurred by the employee due to her/his starting work with her/his new employer, if applicable, or the reimbursement of lost earnings if the employee has not started work.

An employee covered by clause 15.03 who contests an SNMO decision that entails a move is entitled to living allowances under the terms and conditions provided for in the Conseil du trésor regulations appearing in article 16 and/or the allowances provided in the federal labour mobility program, provided that she/he begins work within the time limit stipulated in the notice from the SNMO.

However, the final move of an employee and her/his dependents, if applicable, may not be made before the chairperson of the CPNSE renders a decision.

15.21 An employee who, while contesting an SNMO decision that entails a move, decides to take the position offered after the date set by the SNMO, is not entitled to the living allowances provided by the Conseil du trésor regulations appearing in article 16 and/or the allowances provided in the federal labour mobility program.

15.22 General provisions

The Ministère de la Santé et des Services sociaux (MSSS) supplies the funds necessary for the administration and application of the job security program, in accordance with the terms of this article.

The MSSS has the responsibility of ensuring that decisions handed down by the SNMO, the CPNSE and the arbitrators or chairperson are carried out.

15.23 For the purposes of applying this article, the health and social services sector includes all the centres operated by public institutions as defined by the Act respecting health services and social services (CQLR, c.S-4.2), private institutions under agreement as defined by this Act,

and any organization that provides services to a centre or to beneficiaries pursuant to this Act and that is declared by the government to be comparable to an institution as defined by 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 alone, the Institut national de santé publique du Québec and the bargaining units already covered by the current job security system of the Corporation d'Urgences-Santé.

ARTICLE 16

MOVING EXPENSES

16.01 The purpose of the provisions of this article is to define the type of expenses that can be claimed by an employee entitled to being reimbursed for moving expenses when covered by job security under article 15 of the collective agreement.

16.02 Moving expenses only apply to an employee if the national workforce planning service (SNMO) agrees that the relocation of that employee requires her/him to move.

The move is deemed necessary if it is in fact made and if the distance between the employee's new and former home base is greater than seventy (50) kilometres. However, the move is deemed unnecessary if the distance between the new home base and her/his domicile is less than seventy (50) kilometres.

16.03 Transportation expenses for furniture and personal belongings

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

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

16.05 Storage

When the move from one domicile to another cannot be made directly for reasons beyond the employee's control other than the building of a new house, the SNMO reimburses storage expenses for the moveable furniture and personal belongings of the employee and her/his dependents, for a period not exceeding two (2) months.

Expenses related to moving

16.06 The SNMO pays a relocation allowance of \$750 to any relocated employee living in her/his own apartment or home, or \$200 to any other relocated employee for related moving expenses (rugs, curtains, disconnecting and connecting electrical appliances, cleaning, babysitting expenses, etc.) unless the said employee is moved to a place where full accommodations are placed at her/his disposal by the institution.

16.07 Compensation for a lease

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

16.08 If the employee chooses to sublet her/his apartment, reasonable advertising expenses for the sublet are borne by the SNMO.

16.09 Reimbursement of expenses related to the sale of a house

The SNMO pays the following expenses relating to the sale and/or purchase of the relocated employee's main residence:

- a) the real estate brokerage fees, upon presentation of supporting documents after the signing of a sales contract;
- b) the actual costs of notarial deeds incurred by the employee for the purchase of a house for residential purposes in the location where she/he has been assigned, on condition that the employee is already the owner of her/his house at the time of the reassignment and that the said house is sold;
- c) the penalties for breaking a mortgage, as well as the real estate transfer tax.

16.10 In the event that the relocated employee's house, although placed on the market at a reasonable price, is not sold at the time when the employee must take up a new assignment, the SNMO will not reimburse the expenses for keeping the unsold house. However, in such a case, upon presentation of receipts, the SNMO will reimburse the following expenses for a period not exceeding three (3) months:

- a) municipal and school taxes;
- b) interest on the mortgage;
- c) the cost of the insurance premium.

16.11 In the event that the relocated employee chooses not to sell her/his main residence, she/he can benefit from the provisions of this clause in order to avoid the double financial burden as an owner, due to the fact that her/his main house would not be rented when she/he has to assume her/his new obligations for housing in the home base where she/he is relocated. For the period in which her/his house is not rented, the SNMO will pay her/him the amount of her/his new rent for up to a maximum of three (3) months, upon presentation of the leases.

In addition, the SNMO will reimburse reasonable expenses for advertising and the expenses of no more than two (2) trips incurred for renting the house, upon presentation of receipts and according to the rules pertaining to travel expenses that are in force at the SNMO.

16.12 Living and assignment expenses

When the move from one house to the other cannot be made directly due to reasons beyond the employee's control, other than the building of a new house, the SNMO will reimburse the employee's living expenses for herself or himself and her/his family, in accordance with the rules on travel expenses that are in force at the SNMO, for a period not exceeding two (2) weeks.

16.13 Should the move be postponed with the authorization of the SNMO, or should the employee's spouse and dependents not be relocated immediately, the SNMO will cover the employee's travelling expenses for the purposes of visiting her/his family every two (2) weeks for up to four hundred and eighty (480) kilometres, if the return distance to be covered is equal to or

less than 480 kilometres, or once a month up to a maximum of 1,600 kilometres, if the return distance to be covered is greater than 480 kilometres.

- 16.14** The moving expenses provided in this article will be reimbursed within sixty (60) days of the date the receipts are supplied by the employee.

ARTICLE 17

YEARS OF PRIOR EXPERIENCE

17.01 An employee is classified, for salary purposes only, based on the duration of prior work in the same job title as she/he now holds or, as the case may be, taking into account her/his relevant experience in another comparable job title in the health and social services and education sectors.

In calculating part-time employees' experience, each day of work is equal to:

- 1/225th of a year of experience if she/he is entitled to twenty (20) days of annual vacation;
- 1/224th of a year of experience if she/he is entitled to twenty-one (21) days of annual vacation;
- 1/223rd of a year of experience if she/he is entitled to twenty-two (22) days of annual vacation;
- 1/222nd of a year of experience if she/he is entitled to twenty-three (23) days of annual vacation;
- 1/221st of a year of experience if she/he is entitled to twenty-four (24) days of annual vacation;
- 1/220th of a year of experience if she/he is entitled to twenty-five (25) days of annual vacation.

Notwithstanding the previous paragraphs, employees now in the service of the employer and those hired in the future are not credited with experience acquired in 1983, for the purpose of classification on the salary scale.

17.02 An employee must produce certification of her/his acquired experience, which must be obtained from the institution where the experience was acquired. The employee must present this written certification to the employer within thirty (30) days of the employer's request to that effect. If an employee who has been informed of this paragraph by her/his employer fails to present her/his certification by the above-mentioned deadline, her/his prior experience will only be credited from the date on which she/he presents that certification.

Notwithstanding the above, if it is impossible for the employee to produce written proof of certification of this experience, after having demonstrated said impossibility, she/he may submit a sworn declaration which will have the same value as a written certificate.

17.03 On an employee's last day of work, the employer shall provide her/him with a written certificate of her/his experience acquired in the institution.

ARTICLE 18

LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

18.01 During a leave without pay of thirty (30) days or less or a part-time leave without pay of twenty per cent (20%) or less of a full-time position, an employee will continue to participate in the pension plan.

In the event of a leave without pay of more than thirty (30) days or a part-time leave without pay of more than twenty per cent (20%) of a full-time position, an employee may continue to participate in the pension plan provided she/he pays her/his contributions.

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

a) Seniority

An employee retains the seniority she/he had at the time of her/his departure.

However, in the event of a leave without pay to teach in a general and vocational college, a school board or a university, an employee will retain and accumulate her/his seniority during the first year.

If the leave without pay is renewed for an additional year, the employee only retains her/his seniority as of the fifty-third (53rd) week.

b) In the case of cessation of employment, the sick leave days mentioned in clause 23.40 and those accumulated under clause 23.41 are paid at the salary rate prevailing at the beginning of the leave, in accordance with the amounts and the terms and conditions provided in this agreement.

c) Group insurance

During her/his leave, an employee is no longer entitled to coverage under the group insurance plan, except for the basic life insurance plan provided in this agreement. Upon her/his return, she/he is readmitted to the plan. However, subject to the provisions of clause 23.26, her/his participation in the basic health insurance plan is mandatory and she/he must pay all the necessary contributions and premiums herself or himself.

An employee can maintain her/his participation in the other insurance plans by paying all the necessary contributions and premiums herself or himself, subject to the clauses and stipulations of the insurance policy in effect.

d) Exclusion

Except as otherwise provided in this clause, an employee on leave of absence without pay is not entitled to the benefits of the collective agreement in force in her/his institution, just as if she/he were not employed by the institution, subject to her/his right to claim benefits acquired previously and the provisions of articles 10 and 11.

18.03 If an employee takes a course for the purpose of academic upgrading or vocational training that necessitates a leave without pay of no more than sixty-two (62) weeks, the employee retains and accumulates her/his seniority.

If the leave without pay is for more than sixty-two (62) weeks, the employee retains her/his seniority only as of the sixty-third (63rd) week, for the entire duration of the studies undertaken.

An employee on leave without pay who wishes to work part-time during her/his leave is considered to be a part-time employee and is governed by the rules that apply to part-time employees, except insofar as it relates to the first (1st) paragraph of this clause.

Part-time leave without pay

18.04 A full-time employee who takes a part-time leave without pay is considered to be a part-time employee, and for the duration of her/his part-time leave without pay, is governed by the rules that apply to part-time employees. However, she/he will accumulate her/his seniority and be entitled to the basic life insurance plan as if she/he were a full-time employee, for a maximum period of fifty-two (52) weeks.

However, a full-time employee who takes a part-time leave without pay to study in a field related to health and social services accumulates her/his seniority as if she/he were a full-time employee for the entire duration of the leave.

Notwithstanding the preceding, a full-time employee who invokes the special provision stipulated in clause 18.15 of the 2000-2003 collective agreement will accumulate her/his seniority as if she/he were still working full-time.

Leave without pay to work in a Northern institution

18.05 After an agreement with the employer, an employee who is hired to work in one (1) of the following institutions:

Côte-Nord (09):

- Centre intégré de santé et de services sociaux de la Côte-Nord;
- CLSC Naskapi;

Nord-du-Québec (10):

- Centre régional de santé et de services sociaux de la Baie-James;

Nunavik (17):

- Ungava Tulattavik Health Centre;
- Inuulitsivik Health Centre;

Terres-cries-de-la-Baie-James (18):

- Cree Board of Health and Social Services of James Bay;

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

Upon an agreement with the original employer, the leave without pay may be extended for one or more periods totalling no more than 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

Seniority and experience accumulated during the leave without pay will be credited to the employee upon her/his return.

b) Annual leave

The employer gives the employee the remuneration corresponding to the days of annual leave accumulated until the date that the employee takes her/his unpaid leave.

c) Sick leave days

Sick leave days accumulated at the beginning of the unpaid leave are credited to the employee and may not be paid, except for the sick days that are paid annually under the salary insurance plan.

However, if the employee resigns or does not return to the employer at the end of the unpaid leave, all her/his sick leave days may be paid at the rate in effect at the beginning of the employee's unpaid leave and in accordance with the amounts and terms and conditions of the collective agreement in effect at the beginning of the employee's unpaid leave.

d) Retirement plan

An employee may not incur any penalty to her/his retirement plan during an unpaid leave if the employee returns to work within the authorized period.

e) Group insurance

An employee is not entitled to the group insurance plan during an unpaid leave. However, the employee participates in the plan in effect in the institution where she/he works, beginning on the first day of the employment.

f) Exclusion

An employee on leave of absence without pay is not entitled to benefits provided under the collective agreement and may not acquire or accumulate rights or benefits that may provide any advantage whatsoever upon her/his return, except to the extent stipulated in this clause and subject to the employee's right to claim previously acquired benefits.

g) Terms for returning to work

The employee may resume her/his position with the original employer, on the condition that the employee notifies the employer in writing at least thirty (30) days in advance.

However, if the position the employee held at the time of her/his departure is no longer available, the employee must use the bumping and/or layoff procedure provided for in article 14.

Should the employee fail to make such a choice when it is available, the employee is 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 that she/he can begin work within thirty (30) days of being awarded the position.

ARTICLE 19

OVERTIME

19.01 Any work done in addition to the regular work day or work week with the approval or knowledge of the immediate superior and without objection on his part is deemed to be overtime.

Notwithstanding any local provision to the contrary, if the work must be performed as overtime, the employer, in offering the work, must give priority to full-time employees as well as to available part-time employees who offer and honour full-time availability. This must be done in alternate fashion in order to equitably spread the work among the employees who usually perform this work in the service.

19.02 An employee working overtime is remunerated for the number of hours worked, as follows:

- 1- at time-and-a-half her/his regular salary, as a general rule;
- 2- at double her/his salary if the overtime is done on a statutory holiday, in addition to payment for the holiday.

The parties may agree locally to convert overtime hours into time off work.

19.03 Notwithstanding clause 19.02 and article 3 of Appendix F:

- a) Increase the pay rate to 200% for overtime worked during the weekend, after the regular work week, for:
 - Employees in the job class of nursing and cardio-respiratory care working in a department where services are provided twenty-four (24) hours per day, seven (7) days per week;
 - Employees in the job class of paratechnical, auxiliary services and trades personnel working in a department where services are provided twenty-four (24) hours per day, seven (7) days per week;
 - Employees in the job class of office personnel and administrative technicians and professionals working in a department where services are provided twenty-four (24) hours per day, seven (7) days per week;
 - Employees in the job class of health and social services technicians and professionals working in a department where services are provided twenty-four (24) hours per day, seven (7) days per week.

b) Additional condition for the payment of double time on weekends for 24/7 services.

- An employee who actually works the number of hours associated with their job title according to the list of job titles, job descriptions and salary rates and scales in the health and social services sector, whether or not the employee holds a full-time position, and who works one or more full shifts on the weekend in addition to the regular work week, will be paid for the shifts at double time, provided the employee has followed their work schedule seven (7) days before and seven (7) days after the shift in question.

The following absences are not penalized:

- Annual vacation listed on the calendar;
- Statutory holidays on the calendar;
- Union leaves (internal and external);
- Conversion of premiums;
- Floating days off;
- Parental leave, including medical visits pertaining to pregnancy;
- Leave listed on the calendar for work time arrangements or special agreements (e.g., 9/10 or 4/32 schedules, etc.);
- Social leaves provided in the collective agreement.

c) Convert overtime on weekend shifts to time off according to the following terms and conditions:

- After 15 full shifts of overtime on weekend shifts paid at double time, the employee may be paid at time-and-a-half and accumulate in the time bank, starting with the 16th shift of overtime on a weekend shift, 0.5 days per shift, up to a maximum of 5 days per year;
- The employee must not have been absent, with the exception of the list of absences provided for in the 3rd subparagraph of paragraph b) of this paragraph, seven (7) days before and seven (7) days after the overtime shifts. Otherwise, overtime may not be accumulated for the purposes of the qualifying period and accrual of leave.
- Days off are taken after agreement with the employer. Days off that have not been taken are paid out, at the straight-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 amendments:

The employee receives double time for full shifts worked on weekends in locations where care and services are provided 24/7, regardless of whether the employee's own department is 24/7, in accordance with the terms of clause 19.03.

19.04 If the employee is called back to work without prior notice after having left the institution, she/he will receive, for each callback:

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

However, even if prior notice is given, an employee who is required to come back to perform specific and exceptional work outside her/his usual schedule for a purpose other than replacing an absent employee will also be deemed to have been called back to work.

This clause will not apply if overtime is worked continuously, immediately before or after the employee's regular period of work.

19.05 Employees on recall who work without having to travel to the institution or to the user are not entitled to the benefits provided for recall work and are paid at the regular or overtime rate, as the case may be, for the time actually spent on their assignment. However, they receive a minimum payment of one (1) hour at the regular rate or at the overtime rate, as the case may be.

Notwithstanding the foregoing, if the employees work on another assignment during the hour during which they were already being paid in accordance with the first (1st) paragraph, they are then paid for consecutive time as of the beginning of the first assignment until the end of the new assignment.

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

19.07 An employee who goes in to work while on stand-by duty will be paid, if the case so requires, in addition to the stand-by allowance, in accordance with the provisions of this article.

19.08 An employee on stand-by duty after her/his regular work day or work week will receive, for each eight (8)-hour period, an allowance equal to one hour's salary at the regular rate.

19.09 Any work done as overtime in private service for one or more beneficiaries while performing an insured service within the meaning of the Hospital Insurance Act (CQLR, c. A-28) will be paid in accordance with the provisions of this article.

ARTICLE 20

PAID STATUTORY HOLIDAYS

20.01 The employer shall recognize and observe thirteen (13) statutory holidays during the year (July 1 to June 30), including those set by law or government decree.

20.02 When there is a statutory holiday, the work week in which it is taken is reduced, for the purpose of calculating overtime, by the number of hours in a regular work day, even if the statutory holiday falls on a weekly day off.

20.03 When an employee is required to work on one of these statutory holidays, the employer gives her/him a compensating day off within the four (4) weeks prior to or following such a statutory holiday, unless the employee accumulates it in a bank of holidays, if such a possibility has been agreed upon by the local parties.

In the event that the employer cannot grant the statutory holiday within the period mentioned in the first (1st) paragraph and the employee has not accumulated the holiday in her/his bank, the employer agrees to pay the employee at double her/his regular salary rate while at the same time paying her/him one day's regular pay for the statutory holiday lost.

20.04 When one of these holidays falls on a Saturday, a Sunday, a weekly day off, during the employee's vacation period or during sick leave of not more than twelve (12) months, except in the case of industrial accidents, the employee does not lose this holiday.

Moreover, if the statutory holiday falls during sick leave of not more than twelve (12) months, the employer pays the difference between the salary insurance benefit and the remuneration provided in clause 20.06.

20.05 To be entitled to the preceding provisions, the employee must perform her/his usual duties on the working day preceding or following the statutory holiday, unless her/his absence has already been provided for in her/his work schedule, has already been authorized by the employer, or is subsequently justified by a serious reason.

20.06 While on statutory holiday, an employee receives remuneration equal to the amount she/he would have received had she/he been at work.

ARTICLE 21

ANNUAL VACATION

21.01 An employee with less than one (1) year of service on April 30 is entitled to one and two-thirds ($1\frac{2}{3}$) days of paid vacation for each month of service.

An employee who is entitled to fewer than ten (10) days of paid vacation may complete up to two (2) weeks (14 calendar days) at her/his own expense.

An employee who is entitled to more than ten (10) days but fewer than fifteen (15) days of paid vacation may complete up to three (3) weeks (21 calendar days) at her/his own expense.

An employee who is entitled to more than fifteen (15) days but fewer than twenty (20) days of paid vacation may complete up to four (4) weeks (28 calendar days) at her/his own expense.

21.02 An employee with one (1) year of service or more on April 30 is entitled to four (4) weeks of paid annual vacation (20 working days).

Any employee who has at least fifteen (15) years of service is entitled to the following amount of annual vacation:

- 15 years of service on April 30: 21 working days
- 16 years of service on April 30: 22 working days
- 17 years of service on April 30: 23 working days
- 18 years of service on April 30: 24 working days

Beginning with 19 years of service or more on April 20: 25 working days.

An employee who has not left the health and social services sector for more than one (1) year is credited with all the years of service she/he has accumulated in the health and social services sector for the purposes of determining her/his amount of annual vacation. For an employee with less than one (1) year of service in a new institution on April 30, the amount of annual vacation and the related compensation are prorated to the number of months of service during the reference year (May 1 to April 30). However, the employee may accrue, at his/ her own expense, the number of vacation days needed to complete the quantum of annual vacation days to which she/he would have been entitled if she/he had been working for the institution during the entire reference year.

21.03 For the purposes of calculation, an employee hired between the 1st and the 15th of the month inclusively is deemed to have a full month of service.

21.04 The period of service entitling an employee to paid annual vacation runs from May 1 of one year to April 30 of the following year.

21.05 A full-time employee on annual vacation receives remuneration equal to what she/he would receive if she/he were at work.

However, if the employee has had more than one job status since the beginning of the period of service entitling her/him to this annual vacation, the amount she/he receives will be set in the following manner:

- 1- remuneration equal to what she/he would receive if she/he were at work for the number of days of annual vacation accumulated during the entire months when she/he had full-time status;
- 2- remuneration established in accordance with clause 7.13, sub-paragraph 2, calculated on the amounts provided for in the said sub-paragraph and paid during the months in which she/he had part-time status.

21.06 When an employee leaves the employer's service, she/he is entitled to the days of annual vacation entitlement accumulated up to the date of her/his departure, in the proportion defined in this article.

ARTICLE 22

PARENTAL RIGHTS

SECTION I GENERAL PROVISIONS

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

Subject to paragraph A) of clause 22.11 and clause 22.11A, maternity, paternity or adoption leave benefits will, however, only be paid during the weeks when the employee receives or would receive benefits under the Québec Parental Insurance Plan or Employment Insurance, if she/he were to apply.

If the employee shares the adoption or parental leave provided under the Québec Parental Insurance Plan or Employment Insurance with her spouse, the benefits will not be paid unless the employee actually receives benefits under 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 women, the benefits granted to the father are then granted to the mother who does not give birth to the child.

22.03 The employer does not reimburse an employee for sums that could be required of her/him by either the Minister of Employment and Social Solidarity pursuant to the application of the Act respecting Parental insurance (CQLR c. A-29.011) or by Employment and Social Development Canada (ESDC) under the terms of the Employment Insurance Act (S.C. 1996, c. 23).

22.03A Basic weekly salary,¹ deferred weekly salary and severance pay will be neither increased nor reduced by payments received under the Québec Parental Insurance Plan or Supplemental Unemployment Benefit Program.

22.04 Unless explicitly stipulated otherwise, this article may not have the effect of conferring upon an employee any monetary or non-monetary benefit that she/he would not have had if she/he had remained at work.

SECTION II MATERNITY LEAVE

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

¹ "Basic weekly salary" means an employee's regular salary, including her/his regular salary supplement, for one (1) work week as regularly increased, as well as any additional remuneration payable to her/him under the collective agreement for postschool studies or responsibility premiums (excluding other premiums), without any other additional remuneration, even for overtime.

A pregnant employee who is not eligible for the Québec Parental Insurance Plan is entitled to twenty (20) weeks of maternity leave that, subject to clause 22.08, or 22.08A, must be taken consecutively.

An employee who becomes pregnant while on leave without pay or part-time leave without pay as set out in this article is also entitled to this maternity leave and to the benefits provided in clauses 22.10, 22.11 and 22.11A, as the case may be.

An employee whose spouse dies receives the remainder of the maternity leave and is entitled to all the related rights and compensation.

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

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

In the case of an employee eligible for benefits under the Employment Insurance program, the maternity leave must include the day of birth.

22.08 In the event that an employee has sufficiently recovered from giving birth but her child is not ready to leave the health-care institution, the employee may suspend her maternity leave by returning to work. She then takes the rest of her maternity leave once the child comes home.

Furthermore, when an employee has sufficiently recovered from giving birth and her child is hospitalized after having been discharged from the health-care institution, the employee may suspend her maternity leave, after agreement with the employer, by returning to work for the duration of the hospitalization.

22.08A At the employee's request, maternity leave may be split into week-long periods if her child is hospitalized or when a situation other than a pregnancy-related illness occurs, referred to in sections 79.1, 79.8, or 79.12 of the Act respecting Labour Standards (CQLR, c. N-1.1).

The maximum number of weeks during which maternity leave may be suspended is equal to the number of weeks that the hospitalization of the child lasts. The maximum number of weeks during which maternity leave may be suspended for other reasons is equal to the number of weeks stipulated in the Labour Standards Act for the applicable reason.

During such a suspension of maternity leave, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer; she is, however, entitled to the benefits provided for in clause 22.28.

22.08B When an employee resumes maternity leave that was suspended or split under clause 22.08 or 22.08A, the employer pays the employee the benefits to which she would have been entitled if she had not suspended or split her leave, for the number of weeks of leave left under clauses 22.10, 22.11 or 22.11A, as the case may be, subject to clause 22.01.

22.09 To obtain maternity leave, an employee must give the employer advance notice in writing at least two (2) weeks before the date of departure. This advance notice must be accompanied

by a medical certificate or written report signed by a midwife attesting to the pregnancy and the expected date of birth.

The prescribed period of advance notice may be reduced if a medical certificate attests that the employee must leave her job sooner than anticipated. In the event of unforeseen circumstances, the employee shall be exempt from the formality of advance notice, provided she gives the employer a medical certificate attesting that she had to leave her job immediately.

Cases eligible for the Québec Parental Insurance Plan

22.10 An employee who has accumulated twenty (20) weeks of service² and who is eligible for benefits under the Québec Parental Insurance Plan receives benefits calculated according to the following formula for the twenty-one (21) weeks of her maternity leave:³

1- by adding:

- a) 100% of the employee's basic weekly salary, up to \$225; and
- b) 88% of the difference between the employee's basic weekly salary and the amount determined under sub-paragraph a);

2- and deducting from this sum the amount of maternity or paternity benefits the employee receives or would receive from the Québec Parental Insurance Plan if she were to apply for them.

These benefits are calculated on the basis of the Québec Parental Insurance Plan benefits that an employee is entitled to receive, without taking into consideration the amounts subtracted from such benefits because of reimbursements of benefits, interest, penalties and other amounts recoverable under the terms of the Act respecting parental insurance.

However, if a benefit amount paid by the Québec Parental Insurance Plan is modified further to a change in information provided by the employer, the employer changes the amount of the benefit accordingly.

When an employee works for more than one employer, the benefits are equal to the difference between the amount obtained in the first paragraph and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by each employer compared with the total basic weekly salaries paid by all such employers. To this end, the employee must provide each of her employers with a statement of the weekly salaries paid by each of them along with the amount of benefits payable to her under the Act respecting parental insurance.

22.10A The employer may not compensate, through the benefits it pays to an employee on maternity leave, for the reduction in Québec Parental Insurance Plan benefits attributable to salary earned from another employer.

² Absent employees shall accumulate service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

³ This formula is used to take into account the fact that employees in this type of situation are exempted from contributing to the pension plan, the Québec Parental Insurance Plan and the Employment Insurance program.

Notwithstanding the provisions of the preceding paragraph, the employer will provide such compensation if the employee demonstrates that the salary earned is a customary salary, by means of a letter to this effect from the employer who pays it. If the employee demonstrates that only part of the salary is customary, compensation shall be limited to this part.

The employer who pays the customary salary mentioned in the preceding paragraph shall, at the request of the employee, provide this letter.

The total amount received by an employee during maternity leave in Québec Parental Insurance benefits and other benefits and salary may not, however, exceed the gross amount obtained in subparagraph 1 of the first paragraph of clause 22.10. This formula must be applied to the aggregate of basic weekly salaries received from her employer or employers, as the case may be, pursuant to clause 22.10.

Cases not eligible for Québec Parental Insurance Plan benefits but eligible for Employment Insurance benefits

22.11 An employee who has accumulated twenty (20) weeks of service and who is eligible for the Employment Insurance program but not the Québec Parental Insurance Plan is entitled to receive, during the twenty (20) weeks of her maternity leave, the benefits obtained as follows:

A) for each week of the waiting period provided in the Employment Insurance program, benefits calculated as follows.⁴

by adding:

- a) 100% of the employee's basic weekly salary, up to \$225;
- b) and 88% of the difference between the employee's basic weekly salary and the amount determined under the foregoing sub-paragraph a);

B) for each week following the period provided in paragraph A, benefits calculated according to the following formula:

1- by adding:

- a) 100% of the employee's basic weekly salary, up to \$225;
- b) and 88% of the difference between the employee's basic weekly salary and the amount determined under sub-paragraph a);

2- and deducting from this sum the amount of maternity or paternity benefits the employee receives or would receive if she/he were to apply for them, from the Employment Insurance program.

These benefits are calculated on the basis of the employment insurance benefits that an employee is entitled to receive, without taking into consideration the amounts subtracted from such benefits because of reimbursements of benefits, interest, penalties and other amounts recoverable under the terms of the Employment Insurance program.

⁴ This formula is used to take into account the fact that employees in this type of situation are exempted from contributing to the pension plan, the Québec Parental Insurance Plan and the Employment Insurance program.

However, if a benefit amount paid under the Employment Insurance program is modified further to a change in information provided by the employer, the employer changes the amount of the benefit accordingly.

When an employee works for more than one employer, the benefits shall be equal to the difference between the amount obtained in the first paragraph, and the amount of employment insurance benefits corresponding to the proportion of the basic weekly salary paid by each employer compared with the total basic weekly salary paid by all such employers. To this end, the employee must provide each of her employers with a statement of the weekly salaries paid by each of them along with the amount of benefits to which she is entitled under the Employment Insurance Act.

Furthermore, if ESDC reduces the number of weeks of employment benefits to which an employee would have been entitled if she had not received employment insurance benefits before her maternity leave, the employee continues to receive, for a period equal to the number of weeks deducted by ESDC, the benefits provided in the current paragraph B as if she had been receiving employment insurance benefits during this period.

Paragraph 22.10A applies with the necessary adjustments.

Cases not eligible for either the Québec Parental Insurance Plan or the Employment Insurance program

22.11A An employee who is not eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance program is also excluded from the benefit of any compensation provided under clauses 22.10 and 22.11.

However, an employee who has accumulated twenty (20) weeks of service is also entitled to benefits calculated according to the following formula, for a period of twelve (12) weeks, if she does not receive benefits from a parental rights plan established in another province or territory:

By adding:

- a) 100% of the employee's basic weekly salary, up to \$225;
- b) and 88% of the difference between the employee's basic weekly salary and the amount determined under sub-paragraph a);

The fourth paragraph of clause 22.10A applies to the current paragraph, subject to the necessary adjustments.

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

- a) No benefits may be paid during the vacation period during which the employee is remunerated.
- b) Unless the applicable pay period is weekly, benefits are paid at two (2)-week intervals, although in the case of an employee eligible for the Québec Parental Insurance Plan or the Employment Insurance program, the first (1st) payment is only due fifteen (15) days after the employer obtains proof that she is receiving benefits from one of these plans. For the purposes of this clause, a statement of benefits or information provided by the Ministère du

Travail, de l'Emploi et de la Solidarité sociale or by ESDC on an official statement shall be considered proof.

- c) Service is calculated on the basis of employment with all public and parapublic sector employers (civil service, education, health and social services), agencies whose remuneration standards and scales are, by law, determined in accordance with the conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires, and any other agency listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, c. R-8.2).

In addition, the requirement of twenty (20) weeks of service under clauses 22.10, 22.11 or 22.11A is deemed to have been fulfilled, should the case arise, if the employee has met this requirement with any of the employers mentioned in this sub-paragraph.

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

If, during this period, the employee has received benefits set at a certain percentage of her regular salary, it is agreed that the reference for the purposes of calculating her basic salary during her maternity leave is the basic salary on which such benefits have been set.

Furthermore, any period during which an employee on special leave provided in clause 22.19 does not receive any compensation from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) as well as the weeks during which she is on annual leave or leave without pay provided for in the collective agreement, are excluded for the purposes of calculating her average basic weekly salary.

If the period of the last twenty (20) weeks preceding the maternity leave of a part-time employee includes the date of an increase in salary rates and scales, the basic weekly salary is calculated on the basis of the salary rate in effect on that date. If the maternity leave also includes the date of an increase in salary rates and scales, the basic weekly salary is increased on this date in accordance with the formula for the upward adjustment of the applicable salary scale.

The provisions of this sub-paragraph constitute explicit provisions for the purpose of clause 22.04.

22.13 During her maternity leave, an employee is entitled to the following benefits, insofar as she is normally entitled to them:

- life insurance;
- health insurance, provided that she pays her contribution;
- accumulation of vacation;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- accumulation of seniority for the purposes of job security;

- the right to apply for and obtain a posted position in accordance with the provisions of the collective agreement as if she were at work.

22.14 An employee may postpone up to four (4) weeks of annual vacation if they fall within the period of maternity leave, provided she notifies her employer in writing no later than two (2) weeks prior to the end of the said leave, indicating the dates to which the vacation is postponed.

22.15 If the birth occurs after the due date, an employee shall be entitled to an extension of her maternity leave equal to the period by which the baby is overdue, unless she already has at least two (2) weeks of maternity leave remaining after the birth.

An employee may also benefit from an extension of maternity leave if her or her child's state of health so requires. The duration of this extension is that indicated on the medical certificate that must be supplied by the employee.

During such an extension, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer. The employee is entitled to the benefits provided under clause 22.13 for the first six (6) weeks of the extension of her leave only, and subsequently to those mentioned in clause 22.28.

22.16 Maternity leave may be shorter than the period provided for in clause 22.05. If an employee returns to work within two (2) weeks of giving birth, she submits, at the employer's request, a medical certificate attesting that she is sufficiently recovered to resume work.

22.17 During the fourth (4th) week preceding the end of an employee's maternity leave, the employer sends the employee notice indicating the date on which the said leave is scheduled to end.

An employee to whom the employer has sent the above notice must report for work when her maternity leave expires, unless her leave is extended as provided in clause 22.31.

An employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is presumed to have resigned.

22.18 Upon returning from maternity leave, an employee resumes work in her position or, as the case may be, a position obtained at her request during her leave, in accordance with the provisions of the collective agreement.

If her position has been abolished, or if the employee is bumped, the employee is entitled to the benefits she would have received had she then been at work.

Similarly, upon returning from maternity leave, an employee who does not hold a position resumes the assignment that she had at the time she went on leave if the duration of this assignment continues after the end of the maternity leave. If the assignment is finished, the employee is entitled to any other assignment, in accordance with the provisions of the collective agreement.

SECTION III SPECIAL LEAVE DURING PREGNANCY AND BREAST-FEEDING

Provisional assignment and special leave

22.19 An employee may request provisional assignment to another position that is vacant or temporarily without an incumbent in the same job title or, if she so consents, and subject to the applicable positions of the collective agreement, in another job title in the following cases:

- a) she is pregnant and her working conditions involve risks of infectious disease or physical danger to her or her unborn child;
- b) her working conditions involve hazards to the child she is breast-feeding;
- c) she works regularly on a video display terminal.

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

When the employer receives a request for protective reassignment, he immediately notifies the union and informs the latter of the name of the employee and the reasons given to justify the request for protective leave.

If she/he agrees, an employee other than the one who has asked for a provisional assignment may, after obtaining the employer's consent, exchange her/his position with the pregnant or breast-feeding employee for the duration of the period of the provisional assignment. This provision applies provided that both employees meet the normal requirements of the job.

An employee thus assigned to another position or the employee who agrees to take this employee's position keeps the rights and privileges attached to their respective regular position.

The provisional assignment has priority over the assignment of employees on the recall list and is made to the same shift, if possible.

If the provisional assignment does not take effect immediately, the employee is entitled to special leave beginning immediately. Unless the employee is subsequently given a provisional assignment putting an end to it, the special leave ceases on the day she gives birth in the case of a pregnant employee, or at the end of the period of breast-feeding in the case of an employee who is nursing her child. However, for the employee who is eligible for benefits payable under the Act respecting parental insurance, the special leave ceases as of the fourth (4th) week preceding the due date.

During the special leave provided in this clause, the employee's benefits are governed by the provisions of the Act respecting occupational health and safety (CQLR, c. S-2.1) on protective reassignment for pregnant or nursing workers.

However, following a written request to this effect, the employer pays the employee an advance on the benefits to be received, based on payments that may be anticipated. Should the CNESST pay the benefits anticipated, the employer's advance is reimbursed from the benefits. Otherwise, the advance is reimbursed at a rate of ten per cent (10%) of the amount paid in each pay period, until the debt is repaid in full.

However, in the case of an employee who exercises her right to ask for a review of the CNESST decision or to contest it before the Administrative Labour Tribunal, no reimbursement can be required before a decision arising from the administrative is rendered by the CNESST or, if applicable, the Administrative Labour Tribunal.

An employee who regularly works on a video display terminal may request a reduction in the amount of time she spends working on the said terminal. The employer must then study the possibility of temporarily modifying the duties of the employee assigned to a video display terminal without any loss of her rights, for the purpose of reducing the amount of work on the video display terminal to a maximum of two (2) hours per half (1/2) day of work. If modifications are possible, the employer then assigns her to other duties that she is reasonably able to accomplish for the remainder of her work time.

A pregnant respiratory therapist who works continuously in contact with anaesthetic gases may, at her or the employer's request, be transferred to another respiratory therapy unit. The transfer is only temporary and when the employee returns from maternity leave, she must be reinstated in her position.

Other special leave

22.19A An employee shall also be entitled to a special leave in the following cases:

- a) when a complication in pregnancy or a danger of miscarriage requires the employee to stop work for a period of time prescribed by a medical certificate; this special leave may not, however, last beyond the beginning of the fourth (4th) week preceding the date the baby is due;
- b) upon presentation of a medical certificate prescribing its duration, when a natural or induced interruption of pregnancy occurs before the beginning of the twentieth (20th) week preceding the date the baby is due;
- c) for pregnancy-related visits to a health-care professional, attested to by a medical certificate or report signed by a midwife.

22.20 In the case of visits covered by sub-paragraph c) of clause 22.19A, the employee receives special leave with pay, up to a maximum of five (5) days. Such special leave may be taken in half (½) days.

During the special leave granted under the terms of this section, an employee shall be entitled to the benefits provided by clause 22.13 insofar as she is normally entitled to them, and by clause 22.18 of section II. An employee covered by sub-paragraphs a), b) or c) of clause 22.19A may also draw benefits under the sick leave or salary insurance plans. In the case of paragraph c), however, the employee must first use up the five (5) days mentioned in the preceding paragraph.

SECTION IV PATERNITY LEAVE

22.21 An employee is entitled to a maximum of five (5) working days of paid leave when his child is born. An employee is also entitled to this leave if the pregnancy comes to an end after the beginning of the twentieth (20th) week preceding the expected date of birth. The leave may be taken discontinuously and must be taken between the beginning of the delivery and the fifteenth (15th) day after the mother or child returns home.

One (1) of the five (5) days may be used to baptize or register the child.

An employee whose spouse gives birth is also entitled to this leave if she is designated as one of the child's mothers.

22.21A When his child is born, an employee is also entitled to paternity leave of up to a maximum of five (5) weeks that must be consecutive, subject to clauses 22.33 and 22.33A. This leave must be completed by the end of the seventy-eighth (78th) week after the week in which the child was born.

In the case of an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which paternity benefits are paid under the Act respecting parental insurance and must begin no later than the week following the beginning of the payment of these benefits.

An employee whose spouse gives birth is also entitled to this leave if she is designated as one of the child's mothers.

22.21B During the paternity leave provided in clause 22.21A, the employee who has completed twenty (20) weeks of service⁵ receives benefits corresponding to the difference between his basic weekly salary and the amount of benefits he receives or would have received, if he so requested it, under the Québec Parental Insurance Plan or under the Employment Insurance program.

The second, third and fourth paragraphs of clause 22.10 or the second, third and fourth subparagraphs of paragraph B) of clause 22.11, as the case may be, and clause 22.10A apply to this clause, with the necessary adjustments.

22.21C An employee who is not eligible for paternity benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance program receives benefits corresponding to his basic weekly salary during the paternity leave provided for under clause 22.21A, if this employee has completed twenty (20) weeks of service.

22.21D Clause 22.12 applies to an employee receiving the benefits provided for in clauses 22.21B or 22.21C, with the necessary adjustments.

SECTION V LEAVE FOR ADOPTION AND LEAVE IN VIEW OF ADOPTION

22.22 An employee is entitled to paid leave for a maximum of five (5) working days on the occasion of the adoption of a child other than the child of his/her spouse. The leave may be non-continuous and may not be taken later than fifteen (15) days after the child arrives in the home or goes with the parent for adoption purposes.

One of the five (5) days may be used to attend the baptism or registration of birth.

22.22A An employee who adopts a child other than the child of her/his spouse is entitled to a maximum of five (5) weeks of leave for adoption that, subject to clauses 22.33 and 22.33A, must be

⁵ An absent employee shall accumulate service if her absence is authorized, particularly for disability, and involves benefits or remuneration.

continuous. This leave must end no later than the end of the seventy-eighth (78th) week after the child arrives in the home.

In the case of an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which exclusive adoption benefits are paid under the Act respecting parental insurance and must begin no later than the week following the start of payment of benefits.

In the case of an employee who is not eligible for the Québec parental Insurance Plan, the leave must be taken after the child arrives in the home or goes with the parent for adoption purposes.

22.22B For the purposes of applying clauses 22.22 and 22.22A, the arrival of the child is recognized if both of the following conditions are met: the child has physically arrived at home or has been entrusted to the parent and the parent intends to adopt the child. The employee must provide the employer with proof of his or her intention to adopt. This proof may vary according to the type of adoption and the requirements of the Quebec Parental Insurance Plan or Employment Insurance.

22.23 During the leave for adoption provided for in clause 22.22A, an employee who has completed twenty (20) weeks of service⁶ receives benefits equal to the difference between her/his basic weekly salary and the amount of benefits that she/he receives, or would receive if she/he were to apply for them, under the Québec Parental Insurance Plan or the Employment Insurance program.

The second, third and fourth paragraphs of clause 22.10 or the second, third and fourth subparagraphs of paragraph B) of clause 22.11, as the case may be, and clause 22.10A apply with the necessary adjustments.

22.24 An employee who is not eligible for adoption benefits under the Québec Parental Insurance Plan or for parental benefits under the Employment Insurance program and who adopts a child other than the child of her/his spouse receives benefits equal to her/his basic weekly salary during the leave for adoption provided for in clause 22.22A, if this employee has completed twenty (20) weeks of service.

22.24A An employee who adopts her/his spouse's child is entitled to a maximum of five (5) working days of leave, only the first two (2) of which are paid.

This leave may be non-continuous and cannot be taken more than fifteen (15) days after the adoption application is filed.

22.25 Clause 22.12 applies to an employee receiving the benefits stipulated in clause 22.23 or 22.24, with the necessary adjustments.

22.26 An employee is entitled to a maximum of ten (10) weeks of leave without pay in view of the adoption of a child, beginning on the date she/he effectively takes charge of the child, unless it is the child of her/his spouse.

⁶ An absent employee shall accumulate service if her absence is authorized, particularly for disability, and involves benefits or remuneration.

An employee who travels outside Québec to adopt a child other than the child of her/his spouse obtains leave without pay for the time required for the trip upon submitting a written request from the employer. The request must be submitted two weeks in advance, if possible.

Notwithstanding the provisions of the preceding paragraphs, the leave without pay ends no later than the week following the start date of Québec Parental Insurance or Employment insurance benefits, at which time the provisions of clause 22.22A begin to apply.

During this leave without pay, an employee is entitled to the benefits provided in clause 22.28.

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

22.27 a) An employee is entitled to one of the following forms of leave:

- 1- leave without pay of up to a maximum of two (2) years immediately following the maternity leave provided for in clause 22.05;
- 2- leave without pay of up to a maximum of two (2) years immediately following the paternity leave provided for in clause 22.21A; however, the leave must not extend beyond the 125th week after the birth;
- 3- leave without pay of up to a maximum of two (2) years immediately following the leave for adoption provided for in clause 22.22A. However, the leave must not extend beyond the 125th week after the child arrives in the home.

A full-time employee who does not make use of this leave without pay shall be entitled to part-time leave without pay over a maximum period of two (2) years. The leave must not extend beyond the 125th week after the birth or after the child arrives in the home.

Once during this leave, after giving the employer at least thirty (30) days of advance notice in writing, an employee will be authorized to make one of the following changes:

- i) from leave without pay to part-time leave without pay or vice versa, as the case may be;
- ii) from part-time leave without pay to a different form of part-time leave without pay.

Notwithstanding the preceding paragraph, an employee may make a second change to her/his leave without pay or part-time leave without pay, provided that she/he mentions it in her/his initial request for a change.

A part-time employee is also entitled to this part-time leave without pay. However, in the event of a disagreement with the employer over the number of days of work per week, a part-time employee must work the equivalent of two-and-a-half (2 ½) days.

An employee who does not make use of her/his leave without pay or part-time leave without pay may choose to take leave without pay or part-time leave without pay for the portion of leave that her/his spouse has not used, by following the prescribed procedures.

When an employee's spouse is not a public sector employee, the employee may choose to use the leave provided for above whenever she/he so chooses in the two (2) years following the birth or adoption of the child, without, however, exceeding the maximum of two (2) years after the date of birth or adoption.

- b) An employee who does not take the leave provided for in paragraph a) may, after the birth or adoption of a child, take a maximum of sixty-five (65) weeks of continuous leave without pay starting at a time decided by the employee and ending no later than seventy-eight (78) weeks after the child's birth or, in the case of an adoption, seventy-eight (78) weeks after receiving custody of the child.
- c) Upon agreement with the employer, an employee may, during the second (2nd) year of a leave without pay, register on the recall list of her/his institution rather than return to her/his position. In this case, the employee is not subject to the minimum availability rules where such rules are provided for in local provisions. The employee is then considered to have taken a part-time leave without pay.

22.28 During the leave without pay provided for in clause 22.27, an employee continues to accumulate seniority and retain experience, and may continue to participate in the applicable basic health insurance plan if she/he pays her/his share of the premiums for the sixty-five (65) weeks of the leave and then the full amount of the premiums for subsequent weeks. Furthermore, she/he may continue to participate in applicable optional insurance plans if she/he so requests at the beginning of the leave and pays the full amount of the premiums.

An employee on part-time leave without pay also accumulates seniority and, by virtue of working, is governed by the rules applicable to part-time employees.

Notwithstanding the preceding paragraphs, an employee accumulates experience for the purposes of determining her/his salary during the first sixty-five (65) weeks of leave without pay or part-time leave without pay.

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

22.29 An employee may take a postponed annual vacation immediately before her/his leave without pay or part-time leave without pay, provided there is no discontinuity with his paternity leave, her maternity leave or her/his leave for adoption, as the case may be.

For the purposes of this clause, statutory holidays or floating days off accumulated before the beginning of the maternity, paternity or adoption leave are treated like the postponed annual vacation.

22.29A At the end of this leave without pay or part-time leave without pay, an employee may return to her/his position or a position obtained at her/his request, as the case may be, in accordance with the provisions of the collective agreement. If the position has been abolished, or if the employee has been bumped, she/he is entitled to the benefits she/he would have received if she/he had been at work.

Similarly, upon returning from leave without pay or part-time leave without pay, an employee who does not hold a position returns to the assignment that she/he had when she/he went on leave if that assignment continues after the end of the leave.

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

22.29B Upon presentation of a supporting document, up to one (1) year of leave without pay or part-time leave without pay is granted to an employee whose minor child is emotionally disturbed, handicapped or suffering from a prolonged illness and whose condition requires the presence of the employee in question. The terms and conditions for such leave are those set out in clauses 22.28, 22.31 and 22.32.

SECTION VII MISCELLANEOUS PROVISIONS

Notices and prior notices

22.30 For paternity leave and adoption leave:

- a) A notice given by the employee to the employer at the earliest possible time must precede the leave covered by clauses 22.21 and 22.22.
- b) The leave covered by clauses 22.21A and 22.22A are granted upon written request submitted at least three (3) weeks in advance. The period of advance notice may be reduced if the birth occurs before the due date.

The request must specify the date on which the leave expires.

The employee must report for work at the end of the paternity leave covered by clause 22.21A or the adoption leave covered by clause 22.22A unless the leave is extended as provided in clause 22.31.

The employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is deemed to have resigned.

22.31 The leave without pay referred to in clause 22.27 is granted upon written request submitted at least three (3) weeks in advance.

Part-time leave without pay is granted upon written request made at least thirty (30) days in advance.

In the case of leave without pay or part-time leave without pay, the request must specify the date for returning to work. The request must also specify how the leave is to be organized in terms of the position held by the employee. Should the employer disagree with the number of days of leave per week, the employee shall be entitled to a maximum of two-and-a-half (2 1/2) days per week or the equivalent thereof, for up to two (2) years.

In the event of disagreement with the employer over the scheduling of these days, the employer shall schedule them.

An employee and the employer may agree at any time to reorganize the part-time leave without pay.

22.32 An employee to whom the employer has sent notice of the end of leave without pay four (4) weeks in advance must give prior notice of her/his return to work at least two (2) weeks before the end of the said leave. If the employee fails to report to work on the scheduled date, she/he is deemed to have resigned.

An employee who wishes to end her/his leave without pay before the scheduled date must give notice in writing of her/his intention to do so at least twenty-one (21) days before returning to work. In the case of leave without pay of more than sixty-five (65) weeks, the prior notice is at least thirty (30) days.

Extension, suspension and splitting

22.33 If her/his child is hospitalized, an employee may, after agreement with the employer, suspend the paternity leave provided under clause 22.21A or the adoption leave provided under clause 22.22A by returning to work for the duration of the hospitalization.

22.33A At the employee's request, the paternity leave provided for under clause 22.21A, the adoption leave provided for under clause 22.22A or the full-time leave without pay provided for under clause 22.27 may be split into week-long periods before the end of the first sixty-five (65) weeks.

The leave may be split if the child is hospitalized or if a situation occurs that is covered by section 79.1 or sections 79.8 to 79.12 of the Act respecting labour standards.

The maximum number of weeks during which the leave may be suspended is equal to the number of weeks that the hospitalization of the child lasts, or the maximum number of weeks that the leave may be suspended for the situation in question under the Act respecting labour standards.

During the suspension, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer. The employee is covered by clause 22.28 during this period.

Upon the employee's request and if the employer consents, the paternity leave provided under paragraph 22.21A, the adoption leave provided under paragraph 22.22A or the full-time leave without pay provided under paragraph 22.27 before the expiry of the sixty-five (65) first weeks is divided into weeks. The third (3rd) and fourth (4th) subparagraphs of this paragraph do not apply to the current subparagraph.

22.33B When an employee resumes the paternity or adoption leave that was suspended or split under clauses 22.33 and 22.33A, the employer pays the employee the benefits to which she/he would have been entitled if she/he had not suspended or split the leave. The employer pays the benefits for the number of weeks of leave left under clauses 22.21A or 22.22A, as the case may be, clause 22.01.

22.33C An employee is entitled to an extension of paternity leave or adoption leave provided that before the expiration date of the paternity leave provided for under clause 22.21A or the adoption leave provided for under clause 22.22A, she/he sends the employer a notice accompanied by a medical certificate attesting that the extension is required by the child's state of health. The duration of the extension is that indicated on the medical certificate.

During such extension, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer. She/he is, however, entitled to the benefits provided in clause 22.28 during this period.

22.34 An employee who takes the paternity leave or the adoption leave provided for in clauses 22.21, 22.21A, 22.22, 22.22A and 22.24A is entitled to the benefits stipulated in clause 22.13 insofar as she/he would normally be entitled to them, and clause 22.18 of section II.

22.35 An employee who receives a regional disparities premium pursuant to this collective agreement receives this premium during her maternity leave under section II.

An employee who receives a regional disparities premium under this collective agreement receives it during the weeks when she/he receives benefits under clauses 22.21A or 22.22A, as the case may be.

22.35A Any compensation or benefits under this article that begin to be paid before a strike continue to be paid during that strike.

22.36 In the event of changes to the Québec Parental Insurance Plan, the Employment Insurance Act or the parental rights provisions of the Act respecting labour standards, the parties will meet to discuss the potential implications of such changes for the existing parental rights plan.

ARTICLE 23

LIFE, HEALTH AND SALARY INSURANCE PLANS

I – GENERAL PROVISIONS

23.01 In the event of death, illness or accident, employees covered by this agreement are entitled to the plans described hereinafter as of the date indicated and until their effective retirement, or until they turn sixty-five (65) if applying clause 23.29 e), whether or not they have completed their probation period:

a) Every employee hired on a full-time basis or to work 70% full-time in a permanent position: after one (1) month of continuous service;

Every employee hired on a full-time basis or to work 70% full-time in a temporary position: after three (3) months of continuous service.

The employer pays the full contribution to the basic health insurance plan for these employees.

b) Part-time employees who work less than 70% full-time: after three (3) months of continuous service, the employer in this case pays half the contribution payable to the basic health insurance plan for a full-time employee, and the employee pays the balance of the employer's contribution in addition to her/his own contribution.

A new part-time employee is excluded from the insurance plans provided in this article until she/he has completed three (3) months of continuous service; she/he is then covered by paragraph a) or b), depending on the percentage of time worked during these three (3) months until the month of January immediately following.

On January 1 of each year, part-time employees who have completed three (3) months of continuous service become covered by paragraph a) or b) for the next twelve (12) months, depending on the percentage of time worked between November 1 and October 31 of the previous year.

However, an employee stipulated in paragraph a) or b) cannot have her benefits reduced if the percentage of time she worked during the reference period was reduced because of maternity leave.

Notwithstanding the preceding paragraphs and subject to the stipulations of the insurance contract in force:

- At the end of the three (3)-month period of continuous service provided in the second (2nd) paragraph of this clause, a new part-time employee who works 25% full-time or less may agree to be covered by the insurance plans provided in this article. Notice of such agreement must be given in writing within ten (10) calendar days of the employee receiving 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 work was reduced to 25% or less of full-time employment between November 1 and October 31 of the previous year may cease to be covered by the insurance plans provided in this article. Notice of said cessation must be

given in writing within ten (10) calendar days of the employee receiving written notice from the employer indicating the percentage of time worked during the preceding reference period.

- A part-time employee who works 25% or less of full-time employment and who has decided, under the terms of these provisions, to refuse or cease to be covered by the insurance plans provided in this article may modify her/his choice on January 1 of each year. Notice of this change must be given to the employer in writing in the first ten (10) days of the year.

Notwithstanding the above and subject to the provisions of clause 23.26, an employee's participation in the basic health insurance plan is mandatory.

23.02 For the purposes of this article, the terms "dependent," "spouse," "employee's dependent child" and "person with a functional impairment" are defined as follows:

- i) spouse: within the meaning of Article 1 of the collective agreement.

However, the dissolution of a marriage or civil union results in the loss of the status of spouse, as does a *de facto* separation of more than three (3) months in the case of a common-law marriage. A married person or a person in a civil union who does not live with her/his spouse may designate that person as her/his spouse for the insurer. She/he may also designate another person instead of a legal spouse if that person corresponds to the definition of spouse set out in Article 1;

- ii) dependent child: within the meaning of Article 1 of the collective agreement.

- iii) person with a functional impairment: a person of legal age, without a spouse, who has a functional impairment as defined in the Regulation respecting the basic prescription drug insurance plan (CQLR, c. A-29.01, r.4), that occurred before she/he turned eighteen (18), who receives no other benefits under a last-resort financial assistance program provided in the Individual and Family Assistance Act (CQLR, c. A-13.1.1) and who resides with an employee who would have parental authority over her/him if she/he were a minor.

23.03 Definition of disability

A) Disability lasting one hundred and four (104) weeks or less

Disability means a state of incapacity resulting from an illness, including an accident or a complication of pregnancy, such as a tubal ligation, a vasectomy or similar forms of family planning, or an organ or bone marrow donation, which requires medical attention and renders the employee totally incapable of performing the usual duties of her/his job or any other analogous job with similar remuneration that the employer offers her/him.

B) Disability lasting more than one hundred and four (104) weeks

- 1- The definition of disability in the preceding paragraph applies for an additional one hundred and four (104) weeks following the period of time stipulated in that paragraph.
- 2- At the end of that period, disability is defined as a state that renders an employee totally incapable of performing any gainful work for which she/he is reasonably suited as a result of her/his education, training or experience.

23.04 For the first thirty-six (36) months, a period of disability is any continuous period of disability or a series of successive periods separated by a period of actual full-time work or availability for full-time work unless the employee can establish to the satisfaction of the employer or his representative that a subsequent period is due to an illness or to an accident completely unrelated to the cause of the previous disability.

This period of actual full-time work or availability for full-time work is:

- i) less than fifteen (15) days if the disability lasts less than seventy-eight (78) weeks;
- ii) less than forty-five (45) days if the disability lasts seventy-eight (78) weeks or more.

Beyond the thirty-sixth (36th) month, a period of disability is any continuous period of disability which may be interrupted by less than six (6) months of actual full-time work or of availability for full-time work, if the same disability is involved.

23.05 A period of disability resulting from illness or injury voluntarily caused by the employee herself/himself, from alcoholism or drug addiction, from active participation in a riot, an insurrection or criminal acts or from service in the armed forces, is not recognized as a period of disability for the purposes of this article.

However, a period of disability resulting from alcoholism or drug addiction during which the employee receives treatment or medical care aimed at her/his rehabilitation is recognized as a period of disability.

23.06 In return for the employer's contribution to the insurance benefits provided below, the total rebate authorized by Employment and Social Development Canada (ESDC) in the case of a registered plan accrues to the employer.

23.07 The parties to this agreement agree to maintain the joint inter-sector committee. The committee shall be responsible for establishing and applying the basic health insurance plan and supplementary plans provided by this agreement.

23.08 This committee is composed of:

- a maximum of eight (8) representatives from the management parties, as follows:
 - three (3) members representing the health and social services sector;
 - three (3) members representing the elementary school and high school sector;
 - two (2) members representing the CEGEP sector;
- and a maximum of eight (8) representatives from the following FTQ unions: CUPE, SEP-B-Québec (COPE), SQEES-298 and SEU-800.

23.09 The committee's chairperson is Daniel Gagné. The chairperson's term of office ends automatically in the event of his death or written resignation, or when the committee requests that he step down.

23.10 The committee chooses a new chairperson from outside its ranks within thirty (30) days of the end of the chairperson's term of office. Failing agreement, the new chairperson is chosen by the head judge of the Administrative Labour Tribunal.

The chairperson of the committee is preferably an actuary belonging to the Canadian Institute of Actuaries, domiciled and residing in Québec for at least three (3) years, or, failing this, a person with equivalent qualifications.

23.11 The union and the employer parties each have one vote. The chairperson shall have one vote, to be used solely in the event of a tie. Subject to other recourse by either party, the parties explicitly waive any challenge to any decision rendered by the committee or its chairperson in accordance with the arbitration procedure.

23.12 The joint committee stipulated in clause 23.07 may establish up to three (3) supplementary plans, the costs of which are to be entirely assumed by the participants.

However, the employer helps introduce and apply such plans as provided for hereinafter, in particular by deducting the required premiums at source. Participation in a supplementary plan is optional.

The supplementary plans that may be established by the joint committee are life insurance, health insurance and dental insurance plans.

A supplementary plan may not involve combinations of life insurance and health insurance benefits.

In the event that the management party, with the agreement of the union party, establishes a group insurance plan that involves benefits similar to those already contained in one of the plans in force, the corresponding supplementary plan is thereby abolished, and the number of permissible plans reduced accordingly.

23.13 The committee must define the provisions of the health insurance plan and supplementary plans and, when circumstances so require, prepare specifications and obtain one or more group insurance policies covering all of the participants in the plans. To this end, the committee proceeds by calling for tenders or by any other method it decides. Failing unanimity within the committee, the committee calls for tenders from all insurance companies with head offices in Québec. The contract must include a specific provision for a reduction in premiums if medication prescribed by a physician ceases to be considered an eligible expense entitling beneficiaries to reimbursement under the terms of the basic plan.

23.14 The committee must do a comparative analysis of tenders received, if any, and after making its choice, must forward to each party a report on its analysis along with an explanation of the reasons for its choice. The insurer chosen may be a single insurer or a group of insurers acting as a single insurer.

The specifications must stipulate that the committee can obtain from the insurer a detailed statement of operations transacted under the contract, various statistical compilations and all the information needed to verify the calculation of the amount of the retention.

The committee must also be able to obtain from the insurer, at a reasonable cost which shall be added to those provided in the formula for calculating the amount of the retention, any additional, useful and pertinent statement or statistical compilation that a negotiating party may request. The committee provides each party with a copy of information thus obtained.

- 23.15** Furthermore, in the event that an insurer chosen by the committee modifies the basis for calculating the amount of its retention at any time, the committee may decide to choose a new insurer. If the insurer ceases to comply with the specifications or substantially modifies his rates or the basis for calculating the amount of its retention, the committee must make a new choice. A modification is substantial if it modifies the relative position of the insurer chosen in relation to the tenders from other insurers.
- 23.16** Every contract must be issued jointly in the names of the parties constituting the committee and include the following stipulations:
- a) A guarantee is provided that neither the factors of the formula for calculating the amount of the retention, nor the rate at which the premiums are calculated, may be raised before January 1 following the end of the first complete insurance year, nor more frequently than once every twelve (12) months subsequently.
 - b) The surplus of premiums over the benefits or reimbursements paid to those insured are reimbursed annually by the insurer as dividends or rebates, after deduction of agreed amounts in accordance with the pre-established formula for calculating the amount of the retention for contingencies, administration, reserves, taxes and profits.
 - c) The premium for a period is established in accordance with the rate applicable to the participant on the first (1st) day of the period.
 - d) No premium is payable for a period in which the employee is not a participant on the first (1st) day. By the same token, the full premium shall be payable for a period during which the employee ceases to be a participant.
- 23.17** The joint committee entrusts the management party with carrying out the work required to introduce and implement the health insurance plan and supplementary plans. This work is to be performed according to the committee's directives. The management party is entitled to be reimbursed for expenses incurred, as provided hereinafter.
- 23.18** Dividends or rebates resulting from a favourable claims experience for a plan constitute funds to be administered by the committee. The committee chairperson's fees are charged against these funds, while the fees, costs and disbursements incurred in introducing and implementing the plans are charged specifically to the funds resulting from the basic health insurance plan, with the proviso that reimbursable costs do not include the employer's normal operating costs. As soon as the balance of the funds from the basic health insurance plan reaches or exceeds the premiums for a period of the basic health insurance plan, the participants in this plan do not pay the premiums for one period. Surplus funds resulting from a supplementary plan are used as soon as possible for the benefit of the participants in the plan, either for a premium holiday, or to cover increases in the premiums, or to improve the plan's coverage.
- 23.19** Members of the joint committee are not entitled to any reimbursement of expenses or to any remuneration for their services in this capacity, but their employer nevertheless pays them their regular salary.

II – BASIC LIFE INSURANCE PLAN

- 23.20** An employee covered by sub-paragraph a) of clause 23.01 shall be entitled to six thousand four hundred dollars (\$6,400) in life insurance.

An employee covered by sub-paragraph b) of clause 23.01 shall be entitled to three thousand two hundred dollars (\$3,200) in life insurance.

The employer shall pay one hundred per cent (100%) of the cost of the above-mentioned life insurance.

23.21 Employees who, at the time the previous agreement was signed, were entitled to a higher life insurance benefit than the one provided by this agreement as part of a group insurance plan to which the employer contributed, and who remained insured during this previous collective agreement for the difference between the higher benefit and the amount provided by the plan still in force, as well as retired employees who on the same date were entitled to such an insurance plan and who have continued to be entitled to it during the same period, shall remain insured provided that:

- a) they have made a written request to their employer on the form provided for this purpose, by December 1, 1976 at the latest;
- b) they pay, as monthly payments, the first forty cents (\$0.40) of the cost of such insurance for each thousand dollars (\$1,000) of insurance, with the employer paying the difference in the cost.

III – BASIC HEALTH INSURANCE PLAN

23.22 In accordance with the terms decided by the joint committee, the basic plan shall cover medication prescribed by a physician or dentist that is sold by a licensed pharmacist or duly authorized physician, and, at the option of the joint committee, transportation by ambulance, hospital and medical charges not otherwise reimbursable when the insured employee is temporarily outside of Canada and when her/his condition necessitates her/his hospitalization outside of Canada, purchase of an artificial limb in the event of loss during an insured period and other supplies and services prescribed by an attending physician that are necessary for the treatment of the illness, and hospitalization costs up to a maximum of 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 lesser of the following amounts:

- a) in the case of a participant insured for herself or himself and her/his dependents:
 - i) job title with a maximum on the salary scale equal to or greater than \$40,000 per year on March 13, 2011:
 - bi-weekly pay: \$23.46;
 - weekly pay: \$11.73;
 - ii) job title with a maximum on the salary scale less than \$40,000 per year on March 13, 2011:
 - bi-weekly pay: \$37.98;
 - weekly pay: \$18.99.
- b) in the case of a participant insured for herself/himself only:
 - i) job title with a maximum on the salary scale equal to or greater than \$40,000 per year on March 13, 2011:

- bi-weekly pay: \$10.53;
- weekly pay: \$5.26;
- ii) job title with a maximum on the salary scale less than \$40,000 per year on March 13, 2011:
 - bi-weekly pay: \$16.31;
 - weekly pay: \$8.15.
- c) the maximum amount of coverage under the participant's basic health insurance plan.

If an employee changes job title, the employer's contribution will vary, as the case may be.

23.24 Should coverage of the Québec Health Insurance Plan be extended to include prescription drugs, the amounts provided in paragraphs a) and b) of clause 23.23 shall be reduced by 2/3 of the monthly cost of drug insurance benefits included in the basic health insurance plan. The balance not required for the maintenance of benefits other than drugs in the basic plan may be used, until the expiry of this agreement, as an employer contribution to the supplementary plans provided above, subject to the proviso that the employer cannot be required to pay an amount greater than that paid by the participant herself or himself. The supplementary plans in effect at the time of such an extension may be modified accordingly and, as needed, new supplementary plans may be put into effect, subject to the maximum provided in clause 23.12, with or without the balance of the benefits of the basic plan.

23.25 Health insurance benefits are reduced by the amount of benefits payable under the terms of any other public or private individual or group plan.

23.26 Participation in the basic health insurance plan is mandatory.

However, an employee may, upon written notice to her/his employer, refuse or cease to participate in the basic health insurance plan, provided that she/he establishes that she/he is insured under another group insurance plan or, if the contract allows it, under the RAMQ's general drug insurance plan.

An employee on leave without pay for more than thirty (30) days may cease to participate in the basic health insurance plan, on the same conditions. If she/he does not meet the said conditions, she/he must pay the necessary premiums plus the employer's contribution by herself or himself.

23.27 An employee who has refused or ceased to participate in the health insurance plan may become eligible to participate in the plan under the terms provided in the contract.

23.28 The committee may agree to maintain the benefits of the basic plan for retired employees from year to year with appropriate modifications, without contributions from the employer, provided that:

- the employer does not have to intervene in the collection of premiums;
- the employees' premiums for the basic plan and the employer's corresponding premiums are set in a way that excludes any cost resulting from the extension of coverage to retired employees;

- the payments, premiums and rebates for retired employees are accounted for separately, and any additional premium payable by employees for the extension of the plan to retired employees is clearly identified as such;
- any change in the premium rates applicable to employees may not take effect during the period of guaranteed rates otherwise agreed to by the insurer.

IV – SALARY INSURANCE

23.29 Subject to the provisions of this agreement, an employee is entitled to the following for each period of disability during which she/he is absent from work:

- a) payment of benefits equal to the salary she/he would receive if she/he were at work, up to the lesser of the number of accumulated credited days of sick leave or seven (7) working days.

Nevertheless, if an employee must be absent from her/his work because of disability without having enough days credited to cover the first seven (7) working days of her/his absence, she/he can use in advance the days that she/he will accumulate up to November 30 of the current year. However, if the employee leaves the position before the end of the year, she/he must reimburse the employer out of her/his last pay, at the rate prevailing at the time of her/his departure, for the days of sick leave taken in advance and not yet earned.

The employee may cash out some leaves, as provided in clause 7.14, to cover some or all of the uninsured period.

- b) payment of benefits equal to eighty per cent (80%) of the salary she/he would have received at work, starting from the eighth (8th) working day, for a period of three (3) months.
- c) payment of benefits equal to seventy per cent (70%) of the salary she/he would have received at work, starting at the end of the period provided in paragraph b) and continuing for up to 104 weeks from the start of the disability, without going beyond her/his effective retirement date.
- d) for any disability period provided under paragraphs b) and c), the employee accrues experience for the purpose of advancement on the salary scale.
- e) payment of benefits equal to seventy per cent (70%) of her/his salary, starting at the end of the period of one hundred and four (104) weeks provided in the preceding paragraph under the terms of the long-term salary insurance plan, without going beyond her/his sixty-fifth (65th) birthday.

The benefits mentioned above are paid by an insurer or a government agency. Premiums payable under the long-term salary insurance plan are not at the employee's expense, notwithstanding any provisions to the contrary provided in the collective agreement for employees eligible for the insurance plan.

- f) From the fourth (4th) week of disability, as defined in clause 23.03 A), until the one hundred and fourth (104th) week of the same disability, an employee who receives salary insurance benefits may, at the recommendation of the physician designated by the employer or of her/his attending physician, be given one or more periods of rehabilitation in the duties of

the position in her/his assignment or, if the assignment is finished, in another assignment, while continuing to be covered by the salary insurance plan. This rehabilitation is possible with the consent of the employer, who cannot refuse without a valid reason, provided that this rehabilitation will enable the employee to perform all her/his usual duties. The employee's salary insurance benefits are then reduced by 80% or 70%, as the case may be, of the gross salary derived from the work performed during this period of rehabilitation. These salary insurance benefits will be paid provided that the work continues to be consistent with the employee's rehabilitation and that her/his disability persists.

The employer's decision to initiate a period of rehabilitation applies ten (10) days after the attending physician has been notified of the recommendation made by the physician designated by the employer.

When an employee is in rehabilitation, she/he is entitled, on the one hand, to her/his salary prorated to the time worked, and on the other to the applicable benefits for the proportion of the time not worked. In the case of a part-time employee, the time not worked is equal to the difference between the number of hours worked and the average number of hours established for the purpose of calculating her/his benefits.

If the collective agreement stipulates that benefits are interrupted during a period of disability, the benefits are, however, maintained for the time worked, and calculated according to the rules that apply to part-time employees.

The period or periods of rehabilitation, as the case may be, take place within a period of a maximum of three (3) consecutive months. At the end of three (3) months, at the recommendation of the attending physician, the employer and the employee may agree to extend it for a maximum of another three (3) consecutive months.

At the recommendation of the employer's designated physician, the employer may extend or terminate a period of rehabilitation.

The employee may also terminate her/his period of rehabilitation before the end of the agreed period, upon presentation of a medical certificate from her/his attending physician.

A period of rehabilitation may not have the effect of extending the period during which full or reduced salary insurance benefits provided for in paragraph c) are paid beyond one hundred and four (104) weeks.

The provisions of this paragraph also apply to an employee who is on disability benefits under the Québec 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 adjustments in the percentage by which her/his salary-insurance benefits are reduced.

For a part-time employee, the amount of benefits is prorated on the basis of time worked in the fifty-two (52) calendar weeks preceding her/his disability in proportion to the amount of benefits payable on a full-time basis. The weeks during which an absence for illness, vacation, leave without pay, or maternity, paternity or adoption leave was authorized are excluded from the calculation.

This calculation must include a minimum of twelve (12) calendar weeks. Failing this, the employer takes into consideration the weeks prior to the fifty-two (52)-week period until the calculation can be based on a period of twelve (12) weeks. If the calculation cannot be based on a minimum of twelve (12) weeks because the period between the employee's last date of hiring and the start of the disability do not allow for it, the calculation is done on the basis of this last period.

For the purposes of calculating the benefits paid following the first one hundred and four (104) weeks of disability, the salary used is the rate on the applicable salary scale that the employee would receive if she/he were at work when the benefits provided in paragraph e) of this clause started to be paid. These benefits are subsequently indexed on January 1 every year, in accordance with the indexation rate set under the Act respecting the Québec Pension Plan (CQLR, c. R-9), up to a maximum of five per cent (5%).

- 23.30** A disabled employee continues to participate in the Government and Public Employees Retirement Plan (RREGOP) for the first twenty-four (24) months of her/his disability and for an additional year if still disabled at the end of the twenty-fourth (24th) month, unless she/he returns to work, dies or retires before the end of this period. The employee continues to be entitled to benefits under the insurance plans for the first twenty-four (24) months of her/his disability.

However, the employee must pay the required contributions except that, as of the cessation of payment of benefits provided for in paragraph a) of clause 23.29, she/he is exempted from contributions to the RREGOP without loss of rights. The provisions relating to the exemption from these contributions are an integral part of the RREGOP provisions and the resulting cost is shared, as with every other benefit. Subject to the provisions of the collective agreement, the payment of benefits must not be interpreted as conferring the status of employee on the beneficiary or as adding to her/his rights as such, particularly with respect to the accumulation of sick days.

- 23.31** Salary insurance benefits are reduced by the initial amount of all basic disability benefits payable under the terms of any law, in particular the Automobile Insurance Act, the Act respecting the Québec Pension Plan, the Act respecting industrial accidents and occupational diseases and the various laws governing pension plans, without regard for subsequent increases resulting from indexation clauses.

Furthermore, salary insurance benefits payable under clause 23.29 e) are reduced by the initial amount of all pension benefits payable without actuarial reduction on the basis of the employee's pension plan, without regard for subsequent increases resulting from indexation clauses. More specifically, the following provisions apply:

- a) If the disability entitles the employee to benefits payable under the Québec Pension Plan or the various laws on pension plans, the salary insurance benefits are reduced by the amount of these disability benefits.
- b) If the disability entitles the employee to disability benefits payable under the Automobile Insurance Act, the following provisions shall apply:
 - i) for the period covered by paragraph a) of clause 23.29, if the employee has any days of sick leave in reserve, the employer pays the employee the difference between her/his net salary¹ and the benefits paid by the Société de l'assurance automobile du Québec (SAAQ). The bank of sick leave is reduced in proportion to the amount thus paid;

- ii) for the period covered by paragraph b) of clause 23.29, the employee receives, if need be, the difference between eighty-five per cent (85%) of her/his net salary¹ and the benefits payable by the SAAQ.
 - iii) for the period covered by paragraph c) of clause 23.29, the employee receives the difference between seventy-five per cent (75%) of her/his net salary¹ and the benefits payable under the SAAQ.
- c) In the case of an occupational injury entitling the employee to income replacement benefits paid pursuant to the Act respecting industrial accidents and occupational diseases, the following provisions apply:
- i) the employee receives 90% of her/his net salary from the employer until the date on which her/his injury is consolidated, but not longer than one hundred and four (104) weeks from the start of her/his period of disability;
 - ii) once the employee's injury is consolidated, the salary insurance plan provided in clause 23.29 applies if the employee is still disabled as defined in clause 23.03 as a result of the same injury, in which case the date on which such an absence begins is considered to be the date on which the disability began for the purposes of applying the salary insurance plan;
 - iii) the benefits paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) for that same period are paid to the employer, up to the amounts provided in i) and ii).

The employee must sign the forms required to authorize said reimbursement to the employer.

The employee's bank of sick leave is not affected by such an absence and the employee is deemed to be receiving salary insurance benefits.

No salary insurance benefits may be paid for a disability compensated under the Act respecting industrial accidents and occupational diseases when the occupational injury entitling the employee to said compensation occurred with another employer. In that event, the employee is required to inform her/his employer of such an occurrence and of the fact that she/he is receiving income replacement benefits. Nevertheless, if the CNESST stops paying benefits pursuant to the Act respecting industrial accidents and occupational diseases following an occupational injury that occurred with another employer, the salary insurance plan provided in 23.29 applies if the employee is still disabled as defined in clause 23.03 and, in such a case, the said absence shall be deemed to begin on the date the disability began for the purposes of applying the salary insurance plan.

In order to receive the benefits provided in clauses 23.29 and 23.31, an employee must inform the employer of the amount of weekly benefits payable by virtue of any legislation.

23.31A If a claim is contested after being filed with the CNESST, including any claim related to compensation of crime victims (IVAC) or the SAAQ, or if payment of benefits is delayed, a disabled employee as defined in clause 23.03 may, upon request, receive the salary insurance benefits provided in paragraphs a), b) and c) of clause 23.29, in the form of an advance.

¹ Net salary: gross salary minus federal and provincial income taxes and contributions to the Québec Pension Plan and the Employment Insurance program.

For the period in which the employee receives such an advance, she/he shall be covered by all the provisions of the salary insurance plan.

Upon receiving the CNESST, IVAC or SAAQ benefits, the employee reimburses in a single payment the money thus received.

- 23.32** Payment of benefits provided in clause 23.29 c) ceases with the payment scheduled for the last week of the month in which the employee effectively retires.

Payment of benefits provided in clause 23.29 e) cease on the date the employee turns sixty-five (65).

If need be, the amount of the benefit is divided into fifths of the amount stipulated for a complete week, and one-fifth (1/5) paid for each day of disability that falls on a work day in the course of a normal work week.

- 23.33** No benefit is payable during a strike, except for a disability that began prior to the strike.

- 23.34** Benefits payable under the provisions of paragraphs a), b) and c) of clause 23.29 are paid directly by the employer, subject to the employee providing the supporting documents the employer may reasonably request.

An employee is entitled to reimbursement of the cost charged by a physician for any request for additional medical information required by the employer.

The employee is responsible for ensuring that any supporting document is properly completed.

- 23.35** Regardless of the duration of the absence or whether such absence is compensated or whether an insurance contract is underwritten for the purpose of protecting against the risk, the employer, the insurer or the government agency chosen by the management party to represent the employer for this purpose may verify the reason for the absence and monitor the nature and duration of the disability.

- 23.36** In order to permit verification, the employee must notify her/his employer without delay whenever she/he is unable to report to work because of illness, and must promptly submit the supporting documents required under the terms of clause 23.34.

The employer or his representative may require a statement by the employee or her/his attending physician except in cases where, because of circumstances, no physician was consulted. The employer may have the employee examined in relation to any absence. The cost of the examination is not borne by the employee, and reasonable travel expenses incurred are reimbursed in accordance with the provisions of the collective agreement.

- 23.37** The verification may be done on a random basis and as needed when the employer considers it appropriate due to an accumulation of absences. If an employee makes a false declaration or if the reason for the absence is other than her/his illness, the employer may take appropriate disciplinary measures.

23.38 If, because of the nature of her/his illness or of injuries, an employee cannot immediately notify the employer or promptly submit the required evidence, she/he must do so as soon as possible.

23.39 Procedure for settling a dispute related to a disability

An employee may use the following procedure to contest any decision to the effect that her/his disability does not or has ceased to exist, or a decision by the employer requiring that she/he undergo a period of rehabilitation or extending or terminating such a period:

- 1- The employer must notify the employee and the union in writing of his decision to refuse or cease to recognize the disability, to refuse to recognize that the disability no longer exists or to require that the employee undergo or extend a period of rehabilitation. The notice sent to the employee must be accompanied by the report(s) and expert opinion(s) directly related to the disability that the employer will send to the medical arbitrator and use in the arbitration procedure set out in paragraphs 3 to 10.
- 2- An employee who does not report for work on the day indicated on the notice provided in sub-paragraph 1 is deemed to have grieved the employer's decision on that date. In the case of a part-time employee on the recall list who has not been assigned, the grievance is deemed to be filed on the day the union receives the employer's notice indicating that the employee has not reported to work for an assignment offered to her/him, or at the latest seven (7) days after receipt of the notice provided in sub-paragraph 1.

If the employer does not recognize that the disability no longer exists, the employee has thirty (30) days from receiving the notice stipulated in sub-paragraph 1 to contest the employer's decision by grieving it.

- 3- If the disability falls within the field of practice of a physiatrist, a psychiatrist or an orthopedic specialist, the local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a medical arbitrator. Should they fail to reach an agreement on the relevant speciality within the first five (5) days, the speciality is determined within the next two (2) days by the general practitioner or his alternate² on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician designated by the employer. In such a case, the local parties have whatever time that remains in the ten (10)-day period to agree upon the appointment of the medical arbitrator. Should they fail to agree on the choice of a medical arbitrator, the clerk appoints one from the list provided in this sub-paragraph, choosing the one who is next in line from the relevant speciality and the following two (2) geographic sectors:

² For the duration of this collective agreement, the general practitioner is Gilles Bastien and his alternate is Daniel Choinière.

PHYSIATRY

Eastern Sector³

Lavoie, Suzanne, city of Québec
Morand, Claudine, city of Québec

Western Sector⁴

Bouthillier, Claude, Montréal
Lambert, Richard, Montréal
Lavoie, Suzanne, Montréal
Tinawi, Simon, Montréal

ORTHOPEDICS

Eastern Sector³

Beaumont, Pierre, Rivière-du-Loup
Bélanger, Louis-René, Saguenay
Blanchet, Michel, city of Québec
Lacasse, Bernard, city of Québec
Lefebvre, François, Saguenay
Lemieux, Rémy, Saguenay
Lépine, Jean-Marc, city of Québec

Western Sector⁴

Blanchette, David, Montréal
Desnoyers, Jacques, Longueuil
Dionne, Julien, Saint-Hyacinthe
Gagnon, Sylvain, Montréal
Godin, Claude, Montréal
Héron, Timothy A., Montréal
Jodoin, Alain, Montréal
Major, Pierre, Montréal
Murray, Jacques, Sorel-Tracy
Ranger, Pierre, Laval
Renaud, Éric, Laval

³ The Eastern Sector includes the following regions: Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

⁴ The Western Sector includes the following regions: Mauricie et Centre-du-Québec, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Centre du Québec, Nunavik and Terres-Cries-de-la-Baie-James.

PSYCHIATRY

Eastern Sector⁵

Brochu, Michel, city of Québec
Gauthier, Yvan, city of Québec
Girard, Claude, city of Québec
Jobidon, Denis, city of Québec
Leblanc, Gérard, city of Québec
Proteau, Guylaine, city of Québec

Western Sector⁶

Côté, Louis, Montréal
Fortin, Hélène, Montréal
Gauthier, Serge, Laval
Guérin, Marc, Montréal
Legault, Louis, Montréal
Margolese, Howard Charles, Montréal
Pineault, Jacynthe, Saint-Hyacinthe
Poirier, Roger-Michel, Montréal
Turcotte, Jean-Robert, Montréal

If the disability falls within a field of practice other than physiatry, orthopedics or psychiatry, the local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a medical arbitrator in accordance with a joint recommendation from the designated physician and the attending physician. If they fail to reach an agreement on the relevant speciality within the first five (5) days, the speciality is determined within the next two (2) days by the general practitioner or his replacement⁷ on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician designated by the employer. In such a case, the local parties have whatever time that remains in the ten (10)-day period to agree upon the appointment of the medical arbitrator. Should they fail to agree on the choice of a medical arbitrator, the employer notifies the general practitioner or his replacement and the latter has five (5) days to appoint a physician in the field of practice that has been identified.

- 4- To be appointed, the medical arbitrator must be able to render a decision within the prescribed period of time.
- 5- Within fifteen (15) days of the relevant speciality being determined, the employee or union representative and the employer hand over to the medical arbitrator the files and expert opinions directly related to the disability that were provided by their respective physicians.

⁵ The Eastern Sector includes the following regions: Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

⁶ The Western Sector includes the following regions: Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and Terres-Cries-de-la-Baie-James.

⁷ For the duration of this collective agreement, the general practitioner is Gilles Bastien and his alternate is Daniel Choinière.

- 6- The medical arbitrator meets with the employee and examines her/him if the medical arbitrator deems it necessary. This meeting must take place within thirty (30) days of when the relevant speciality is determined.
- 7- Reasonable travel expenses incurred by the employee are reimbursed by the employer in accordance with the provisions of the collective agreement. The employee is not obliged to travel if the state of her/his health does not permit it.
- 8- The mandate of the medical arbitrator pertains exclusively to the following issues:
 - non-existence of the disability;
 - date on which the disability ceases to exist;
 - the employee's ability to undergo a period of rehabilitation, or the extension or termination of the rehabilitation period.
- 9- If the medical arbitrator concludes that the employee is or is still disabled, he may also rule on the employee's ability to undergo a period of rehabilitation.
- 10- The medical arbitrator renders a decision on the basis of the documents provided in accordance with the provisions of sub-paragraph 5 and the meeting stipulated in sub-paragraph 6. He must decide, in accordance with the code of ethics, between the opinion of the attending physician and the employer's physician. The decision must be issued no later than forty-five (45) days of the date the grievance was filed. His decision is final and enforceable.

Until her/his return to work or until a decision is rendered by the medical arbitrator, the employee is entitled to the salary insurance benefits provided for in this article.

The employer may not oblige the employee to return to work before the date indicated on the medical certificate or until the medical arbitrator decides otherwise.

If the medical arbitrator concludes that the disability is non-existent or no longer exists, the employee reimburses the employer at the rate of ten per cent (10%) of the amount paid per pay period, until the debt has been repaid in full.

An employee cannot use the provisions of the collective agreement to contest her/his ability to return to work in cases in which an authority or a tribunal with legal jurisdiction constituted under any law, particularly the Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases or the Crime Victims Compensation Act, has already rendered a decision on her/his ability to return to work in relation to the same disability and the same diagnosis.

23.39A In the case of the benefits provided for in paragraph e) of clause 23.29, the employer ensures, through the specifications or otherwise, that the insurance contract includes the following arbitration clause:

"In the event that the insurer refuses to pay the benefits, the insurer's physician and the employee's physician shall meet for the purpose of reaching an agreement. Failing an agreement, a medical arbitrator is chosen by mutual agreement of the two (2) physicians. In the event of disagreement on the choice of a medical arbitrator, he shall be chosen by the representatives of the government and the FTQ union concerned. The medical arbitrator's decision is final, without appeal and binding on the insured party and the insurer."

23.40 The sick days credited to an employee on May 1, 1980 and not used in accordance with the provisions of the preceding collective agreement remain credited to her/him and may be used in the following manner, at the regular rate of pay in effect when used:

- a) to cover the uninsured period of seven (7) working days once the employee has exhausted her/his 9.6 days of sick leave provided for in clause 23.41 in the course of a given year;
- b) for early retirement purposes;
- c) in order to redeem years of service for which contributions have not been paid to the RREGOP (Division III of Chapter II of the Act).

In such a case, the entire bank of sick days may be used in the following ways:

- first, the first sixty (60) days at their full value, and
 - subsequently, any time beyond sixty (60) days, without limit, at half its value.
- d) to cover the difference between the employee's net salary and the salary insurance benefits provided for in paragraphs b) and c) of clause 23.29. During this period, the reserve of sick days is reduced in proportion to the amount thereby paid.

For the purposes of applying this sub-paragraph, net salary means gross salary minus federal and provincial taxes and QPP, employment insurance and pension plan contributions;

- e) when the employee leaves the job, the accumulated payable sick days are paid to her/him, one at a time, for up to sixty (60) working days. Any amount over sixty (60) working days of accumulated sick leave is paid to her/him at the rate of one-half a working day per accumulated working day, and up to thirty (30) working days. The maximum number of payable days at the time an employee leaves the job may in no case exceed ninety (90) working days.

23.41 At the end of each month of remunerated service, an employee is credited with 0.80 of a working day of sick leave. For the purposes of applying this paragraph, any authorized absence of more than thirty (30) days interrupts the accumulation of sick leave. However, said accumulation is not interrupted when an employee is absent from work for more than thirty (30) consecutive days in accordance with the provisions of clause 21.02.

Any continuous period of disability of more than twelve (12) months interrupts the accumulation of annual vacation, regardless of the reference period provided in clause 21.04.

An employee may use six (6) of the days of sick leave provided in the first(1st) paragraph as personal days. She/he must notify the employer in advance at least twenty-four (24) hours before taking personal days, and the employer cannot refuse without a valid reason. By local agreement, the parties may agree to allow an employee to divide one (1) of her/his personal sick leave days into half-days. If so, the parties agree on the applicable terms and conditions.

23.42 An employee who has not used all the days of sick leave to which she/he is entitled under clause 23.41 is to be paid by December 15 of each year for days accumulated in this way and not used by November 30.

- 23.43** An employee may choose not to convert into cash the unused days accumulated on November 30 in order to constitute and maintain a bank of up to five (5) days of sick leave to cover the uninsured period provided in paragraph a) of clause 23.29. If an employee's unused days of sick leave are not used for this purpose, they cannot be converted into cash unless the employee dies or leaves the job.

This bank of sick leave may be utilized after the days of sick leave mentioned in clause 23.41 have been exhausted or taken in advance.

- 23.44** Instead of accumulating days of sick leave as provided in clause 23.41, a part-time employee receives with each pay an amount calculated in accordance with the provisions of clause 7.13.

A part-time employee covered by paragraphs a) or b) of clause 23.01 is entitled to the other provisions of the salary insurance plan, except that for each period of disability, the benefits only become payable after 9.8 calendar days of absence from work due to disability, starting on the first (1st) day on which the employee was required to report to work.

The preceding paragraph does not apply to a part-time employee who has chosen not to be covered under the insurance plans, in accordance with the provisions in clause 23.01.

A part-time employee may cash out some leaves, as provided in clause 7.14, to cover some or all of the uninsured period.

V – TERMS FOR THE RETURN TO WORK OF AN EMPLOYEE WHO HAS SUFFERED AN OCCUPATIONAL INJURY AS DEFINED BY THE ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

- 23.45** The employer may, for as long as an employee is eligible for income replacement benefits, assign her/him temporarily either to her/his original position or, with priority over employees on the recall list and subject to the provisions of clause 15.01, to a position temporarily without its incumbent, even if her/his injury is not consolidated. The assignment is made on the condition that it does not endanger the employee's health, safety or physical well-being, given her/his injury.

The above paragraph does not exempt the employee and the employer from the application of the provisions of the Act, notably with regard to section 179.

- 23.46** An employee who, despite the consolidation of her/his injury, remains unable to meet the normal requirements of her/his position is registered on a special team for as long as she/he is eligible for income replacement benefits, if her/his residual capacities allow her/him to perform certain duties.

- 23.47** Unless the local parties agree otherwise, an employee registered on the special team is deemed to have applied for any vacant or newly created position with the same status if her/his residual capacities allow her/him to perform the duties of that position without endangering her/his health, safety or physical well-being, given her/his injury.

Notwithstanding the clauses on voluntary transfers, the position is granted to the most senior employee on the special team, subject to clause 15.05, provided that she/he can meet the normal requirements of the job.

- 23.48** An employee who refuses a position offered under the terms of the preceding paragraph without a valid reason ceases to be registered on the special team.

VI – RETURN TO WORK FOR EMPLOYEES WHO HAVE BEEN ON DISABILITY LEAVE FOR MORE THAN SIX (6) MONTHS

- 23.49** The parties will maintain the local joint committee whose mandate is to analyze and monitor the files of employees who have been on disability leave for more than six (6) months, ensuring in particular that the insurer receives the necessary information from the employer and the employee as of the eighteenth (18th) month of disability. The operating rules for this committee are set at the local level.
- 23.50** The committee may agree to modify the employee's position or, as the case may be, any vacant position, to take into account her/his residual capacities.
- 23.51** Subject to clauses 15.05 and 23.47 and with the committee's agreement, if an employee's position cannot be modified, that employee has priority for any vacant or newly created position, provided that her/his residual capacities allow her/him to perform the duties associated with it. In such a case, the position filled in this way is not subject to the provisions on voluntary transfers.
- 23.52** An employee who obtains a position under the terms of the previous paragraphs is deemed to no longer be disabled as defined in clause 23.03, as of the date she/he starts work in the position.

VII – SPECIAL CONDITIONS FOR EMPLOYEES ON DISABILITY LEAVE FOR MORE THAN ONE HUNDRED AND FOUR (104) WEEKS

- 23.53** This section applies in the event that the medical arbitration award 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 falling between the one hundred and fourth (104th) and one hundred and fifty-sixth (156th) weeks after the start of the disability.
- 23.54** When a decision rendered by the medical arbitrator in accordance with the medical arbitration procedure stipulated in the insurance contract in accordance with clause 23.39A concludes that an employee is not or is no longer disabled and no decision was rendered between the twenty-first (21st) and twenty-fourth (24th) months of disability by a medical arbitrator designated under the medical arbitration procedure set out in clause 23.39, the employer reinstates the employee in her/his position. In such a case, the employee is subject to the qualifying period provided for in paragraph ii) of clause 23.04 before qualifying again for disability leave.
- 23.55** When a decision rendered by the medical arbitrator in accordance with the medical arbitration procedure stipulated in the insurance contract in accordance with clause 23.39A concludes that an employee is not or is no longer disabled and a decision rendered between the twenty-first (21st) and twenty-fourth (24th) month of disability by a medical arbitrator designated under the medical arbitration procedure set out in clause 23.39 had ruled that the employee was disabled, the employer may, on the advice of his designated physician, either reinstate or refuse to reinstate the employee in her/his position.

If the employer decides not to reinstate the employee, the latter has ten (10) days from receiving written notice to this effect to contest the decision by grieving it. In this case, the medical arbitration procedure set out in clause 23.39 applies.

ARTICLE 24

PENSION PLAN

24.01 Employees are covered by the provisions of the Teachers' Pension Plan, the Civil Service Superannuation Plan or the Government and Public Employees Retirement Plan, as the case may be.

Progressive retirement program

24.02 The purpose of the progressive retirement program is to allow a full-time or part-time employee who holds a position and works more than 40% of a full-time position to reduce the amount of time she/works during the last years before retirement.

24.03 The granting of progressive retirement is subject to prior agreement with the employer, taking into account the needs of the service or department.

A full-time or part-time employee may only take advantage of the program once, even if it is cancelled before the expiry date of the agreement.

24.04 The progressive retirement program is subject to the following terms and conditions:

1- Period covered by the current provisions and retirement

- a) The current provisions may apply to an employee for a minimum period of twelve (12) months and a maximum period of sixty (60) months.
- b) This period, including the percentage and distribution of work performed, is hereinafter called "the agreement."
- c) At the end of the agreement, the employee must retire.
- d) However, if an employee is not eligible for retirement at the end of the agreement because of circumstances beyond her/his control (e.g., strike, lockout, adjustment of prior service), the agreement is extended until the date on which the employee becomes eligible for retirement.

2- Duration of the agreement and amount of work

- a) The agreement is for a minimum of twelve (12) months and a maximum of sixty (60) months;
- b) The request for progressive retirement must be made in writing at least ninety (90) days before the start of the agreement; it must also stipulate the length of the agreement.
- c) The percentage of the time worked must be at least forty per cent (40%) and at most eighty per cent (80%) of the hours of a full-time employee, on an annual basis.
- d) The amount and percentage of time worked shall be agreed upon between the employee and the employer and may vary over the duration of the agreement. Furthermore, the employer and the employee may agree during the agreement to modify the amount and percentage of time worked.

- e) The agreement between the employee and the employer is recorded in writing and a copy given to the union.
- f) The employee may agree with the employer, in writing , and more than six (6) month before the end of the agreement, to extend the agreement. Any extension must be for a minimum of twelve (12) months and a maximum of sixty (60) months. Notwithstanding any extension, the total term of the agreement may not exceed seven (7) years).¹

In the case of a progressive retirement agreement scheduled to expire on the effective date of this amendment and within nine (9) months of that date, there would be no time limit for the employee to agree with the employer to extend the agreement. ²

3- Rights and benefits

- a) For the duration of the agreement, the employee receives remuneration corresponding to the amount of time worked.
- b) The employee continues to accumulate seniority as if she/he were not participating in the program.

For part-time employees, the reference period for calculating seniority is the weekly average of days of seniority accumulated over the last twelve (12) months of service or since the employee's starting date, whichever date is closest to the beginning of the agreement.

- c) For the purposes of determining pension eligibility and calculating the amount of pension benefits, an employee is credited with the full-time or part-time service that she/he was performing before the start of the agreement.
- d) For the duration of the agreement, the employee and the employer pay contributions to the pension plan on the basis of the evolving pensionable earnings and the amount of work (full-time or part-time) that the employee was performing before the start of the agreement.
- e) Should the employee become disabled in the course of the agreement, she/he will be exempted from her/her contributions to the pension plan on the basis of her/her evolving eligible earnings and the amount of work she/he was performing before the start of the agreement.

While disabled, the employee shall receive salary insurance benefits based on the distribution and annual percentage of work agreed upon, without going beyond the date of the end of the agreement.

- f) In accordance with clause 23.40, days of sick leave credited to an employee may be used in the framework of the agreement to exempt her/him from some or all of the work to be done under the agreement, for the same number of days as the sick days credited to the employee.

1. As of the date of introduction of the bill in the National Assembly implementing this amendment, or no later than June 30, 2024.

2. As of the date of introduction of the bill in the National Assembly implementing this amendment, or no later than June 30, 2024.

- g) For the duration of the agreement, the employee benefits from the same basic life insurance plan that she/he had before the start of the agreement.
- h) The employer continues to pay his premium for the basic health insurance plan corresponding to that paid before the start of the agreement, provided that the employee pays her/his share.

4- Voluntary transfer

When an employee benefiting from the progressive retirement program is voluntarily transferred, the employee and the employer shall meet to agree on whether to continue the agreement and on any modification to be made to the agreement. Should they fail to agree, the agreement is terminated.

5- Bumping or layoff

For the purposes of applying the bumping procedure, if an employee's position is abolished or the employee is bumped, that employee shall be deemed to be performing the amount of work (full-time or part-time) normally scheduled for the position. The employee continues to benefit from the progressive retirement program.

In the case of an employee who is laid off and has job security, the layoff does not have any effect on the agreement; the agreement continues to apply during the layoff.

6- Termination of the agreement

The agreement is terminated in the following cases:

- retirement;
- death;
- resignation;
- dismissal;
- withdrawal with the employer's consent;
- disability of the employee for more than three (3) years, if the employee was eligible for salary insurance during the first two (2) years of the disability.

In these cases as well as in those provided for in clause 24.04 4), the service credited under the agreement is retained; if applicable, any unpaid contributions, accrued with interest, stay on file for the employee.

24.05 Unless provided otherwise in the preceding clauses, an employee who benefits from the progressive retirement plan is governed by the rules of the collective agreement applying to part-time employees.

ARTICLE 25

EMPLOYEE BENEFITS

25.01 The employer grants an employee:

- 1- five (5) calendar days of leave upon the death of her/his spouse or dependent child, or a minor child;
- 2- three (3) calendar days of leave upon the death of the following members of her/his family: father, mother, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, daughter-in-law or son-in-law;
- 3- two (2) calendar days of leave upon the death of the child of her/his spouse (except cases stipulated in paragraph 25.01-1);
- 4- one (1) calendar day of leave upon the death of a sister-in-law, brother-in-law, grandparent or grandchild.

In the event of a death covered by the preceding paragraphs, the employee is entitled to one (1) additional day for travel if the funeral (religious or civil ceremony) takes place two hundred and forty (240) kilometres or more from her/his home.

25.02 The leave provided in any of the paragraphs of clause 25.01 may be taken between the date of death and the date of the funeral (religious or civil ceremony) inclusive, at the employee's choice. Leave consisting of more than one (1) calendar day must be taken consecutively.

The leave provided in any of the paragraphs of clause 25.01 may be taken beginning on the day before the death when the death has been planned in accordance with the Act respecting end-of-life care. The employee must inform her/his employer of the absence as soon as possible.

Nevertheless, an employee may decide to use one (1) of the days of leave to attend a burial, cremation ceremony, or ceremony for disposing of the ashes that takes place outside the time periods provided. Implementation of this paragraph shall under no circumstances result in the employee receiving more remuneration than that provided in clause 25.03.

25.03 For the calendar days of leave mentioned in clause 25.01, an employee receives remuneration equal to that she/he would have received had she/he been at work, except if they coincide with other leave provided for in this collective agreement.

25.04 In all cases, an employee notifies her/his immediate supervisor or the personnel manager and, at the latter's request, produces proof of or attestation to these facts.

25.05 An employee who is summoned for jury duty or as a witness in a court case in which she/he is not one of the parties receives the difference between her/his regular salary and the allowance paid by the court for this duty during the period in which she/he is required to serve as a juror or witness.

In the case of a civil lawsuit against an employee in the normal performance of her/his duties, the employee does not incur any loss of regular salary for the time she/he is needed in court.

- 25.06** A full-time employee is entitled to one (1) week of leave with pay for her/his marriage or civil union.

An employee holding a part-time position is also entitled to such leave in proportion to the number of days scheduled for the position she/he holds. If such an employee holds an assignment on the date the leave begins, the leave is paid in proportion to the number of days scheduled for the assignment at that time, including, if applicable, the number of days in the position she/he holds if she/he has not temporarily left her/his position. Other part-time employees are entitled to this leave in proportion to the number of days stipulated in the assignment held up to the date the leave begins.

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

The marriage or civil union leave may be taken on a week day, including the day of the marriage or the civil union, or it may be taken the following week, after an agreement between the employer and the employee. In this case, the marriage or civil union day is deducted from the leave if the leave was paid in accordance with 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 council is given leave with no loss of pay to attend meetings of the board of directors, upon request to her/his immediate supervisor, who cannot refuse without a valid reason.

Upon request to her/his immediate supervisor, an employee who is a member of the institution's board of directors is given leave with no loss of pay to attend board meetings.

- 25.08** An employee is entitled to two (2) rest periods of fifteen (15) minutes each per day of work.

Leave for family responsibilities

- 25.09** An employee may be absent from work, without pay, after advising the employer of her/his absence as soon as possible, up to ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

The days used are deducted from the annual bank of sick leave, where possible, or taken without pay, as the employee chooses.

The leave may be divided into half-days, if the employer consents.

The employee must take the reasonable steps within her/his power to limit the leave and the duration of the leave provided for in this clause.

- 25.10** An employee may be absent from work in accordance with sections 79.8 to 79.15 of the Act respecting labour standards, after informing the employer of the reasons for the absence as soon as possible and providing justification.

During an unpaid leave, the employee accumulates seniority and experience and continues to participate in the basic health insurance plan by paying her/his premiums. The employee may also continue to participate in applicable optional insurance plans by making a request at the beginning of the leave and paying all applicable premiums.

At the end of an unpaid leave, the employee may resume her/his position or a position obtained at his/her request, as the case may be, in accordance with the provisions of the collective agreement. If the position has been abolished, or if the employee has been bumped, the employee is entitled to the benefits she/he would have received had she/he then been at work.

Similarly, upon returning from an unpaid leave, an employee who does not hold a position returns to the assignment that she/he had when she/he went on leave if that assignment continues after the end of the leave.

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

ARTICLE 26

MEALS

26.01 When meals are served to beneficiaries at the employee's work place or when the employee can reach the institution to have her/his meal within the period of time allocated for doing so, the employer provides her/him with a suitable meal when such meals are part of her/his work schedule.

An employee who, because of her/his work location, receives a meal allowance in lieu of the meal provided for in this clause shall continue to receive it unless the employer is able to provide it otherwise.

The price of each meal shall be by the item, but the price of a full meal shall not exceed:

Breakfast: \$2.37¹

Lunch: \$5.41¹

Supper: \$5.41¹

On April 1 of each year, the cost of meals is increased in accordance with the rate of increase of the salary rates and scales provided for in clause 7.27 of the collective agreement.

An employee may bring her/his own meal and eat it in an appropriate place designated for this purpose by the employer.

It is agreed that there will not be any acquired privileges for employees who used to pay a lower rate than those mentioned above.

In the institutions where higher prices were in effect before this agreement came into force, these higher prices will continue to apply for the duration of this agreement for all employees in these institutions.

26.02 Any employee assigned to shift work or whose working hours differ from those stipulated for other employees are also entitled to the benefits provided in clause 26.01 of this article.

¹ The indicated prices are those applicable on April 1, 2024.

ARTICLE 27

TRAVEL ALLOWANCES

- 27.01** An employee who, at the employer's request, must perform her/his duties outside her/his home base is considered to be at work during the entire time that she/he is travelling and is entitled to reimbursable travel allowances on the following terms and conditions:

Terms and conditions applicable when an employee does not have to report to her/his home base at the beginning or end of her/his day of work are agreed upon locally.

Automobile expenses

When an employee uses her/his own automobile, she/he receives:

from 0 to 8,000 km in a year: \$0.620 per km

8,001 km or more: \$0.545 per km

An amount of \$0.155 km is added to the stipulated allowances for kilometres driven on gravel roads.

- 27.02** The supplementary "business" insurance premium is reimbursed in full when an employee is required by the employer to use her/his vehicle. However, the institution is relieved of any responsibility if the employee does not take out "business" insurance.

- 27.03** An employee required by the employer to use an automobile, who uses her/his personal vehicle for this regularly during the year and travels less than eight thousand (8,000) kilometres is entitled, in addition to the general allowance provided, to compensation equal to \$0.08 per kilometre between the distance actually travelled and eight thousand (8,000) kilometres, payable at the end of the year.

If the use of an automobile is no longer required by the employer, the employee is entitled to compensation stipulated under the terms of the previous paragraph for the full current year.

If an employee does not use her/his own automobile, the employer reimburses the employee for expenses incurred in accordance with the terms and conditions established locally.

Toll charges and parking fees arising from travel by an employee in performing her/his duties are reimbursed.

Parking expenses at the employee's home base are reimbursed on the basis of the number of days that the employee is required to use her/his vehicle to perform her/his duties, on terms to be agreed upon locally.

27.04 Meals

During travel and in accordance with terms and conditions established locally, an employee is entitled to the following meal expenses:

Breakfast: \$14.70

Lunch: \$20.20

Supper: \$30.50

27.05 Lodging

If an employee must stay in a hotel in the course of performing her/his duties, she/he is entitled to reimbursement of actual and reasonable expenses incurred, in addition to a daily allowance of \$7.755.

When an employee stays with a relative or friend in the course of performing her/his duties, she/he is entitled to a reimbursement of \$22.25.

27.06 If, during the life of this collective agreement, government regulations authorize higher rates than those provided in clauses 27.01, 27.03, 27.04 and 27.05 for employees covered by this collective agreement, the employer undertakes to proceed within thirty (30) days to adjust the rates provided in clauses 27.01, 27.03, 27.04 and 27.05.

ARTICLE 28

VESTED RIGHTS OR BENEFITS

28.01 Employees who are presently entitled to greater benefits or privileges than those provided in this agreement will continue to be entitled to them for the duration of this collective agreement, except for benefits or privileges that have been acquired by means of a local agreement reached since March 20, 1987.

Notwithstanding any clause of the collective agreement, a departure from the list of job titles, job descriptions and salary rates and scales in the health and social services sector cannot constitute a vested right or benefit and cannot be claimed as such by an employee.

28.02 No provision of previous collective agreements that is superior to the provisions of this collective agreement may be claimed as a vested right or benefit.

ARTICLE 29

CONTRACTING OUT

29.01 Any contract between the employer and a third party, including any public-private partnership contract, that directly or indirectly takes away all or part of the duties performed by employees covered by the certification commits the employer to the union and the employees as follows:

- 1- First, the union must be given an opportunity to examine the economic and non-economic basis for the institution's plan and, within a period of no more than sixty (60) days, the employer meets with the union to give it the opportunity to propose an alternative, a suggestion or a change that can meet the institution's objectives and respect the parameters of the plan.

The institution provides the union with the relevant information so it can analyze the plan thoroughly.

The prescribed sixty (60)-day period begins on the date the union receives the information mentioned above.

The provisions of this paragraph also apply when the contract is renewed.

- 2- The employer must advise the third party of the existence and content of the certification and the collective agreement.
- 3- The employer must not proceed with any layoffs, firings or dismissals arising directly or indirectly from such a contract.
- 4- Any change in the working conditions of an employee affected by such a contract must be made in accordance with the provisions of this agreement concerning layoffs.
- 5- The employer must send the union a copy of any such contract within thirty (30) days of its signature.

29.02 The employer agrees that the fact that a subcontractor's employees are exercising any right whatsoever under the Labour Code cannot be the main consideration or grounds for terminating a contract with a third party (CQLR, c. C-27).

29.03 In the case of work performed by the employees in housekeeping, dietary (kitchen and cafeteria) or nursing services, contracts with a third party to be awarded by the employer or renewed by him must provide that the rates of pay and benefits to be granted to the employees of a subcontractor working on the employer's premises must be comparable overall to the rates paid in the hospital sector for the same job titles.

The rates of pay and benefits of employees of a subcontractor whose pay rates and benefits are determined by collective agreement are presumed to be comparable overall.

Moreover, the employer will neither grant, renew nor terminate any contract for services (contract with a third party) in housekeeping, dietary (kitchen and cafeteria) or nursing services without having advised the union at least thirty (30) days in advance.

29.04 When the employer posts a position after terminating a contract with a third party in housekeeping, dietary or nursing services, the employees working for the subcontractor have hiring priority over outside applicants for the unfilled positions in the service where they were working.

Call for tenders

29.05 The employer will inform the union of any call for tenders initiated by the institution that will directly or indirectly take away all or part of the duties performed by employees covered by the certification. This information must be transmitted at least thirty (30) days before the publication of the call for tenders.

ARTICLE 30

HEALTH AND SAFETY

30.01 The employer takes all the necessary steps to eliminate all hazards to employees' health, safety and physical well-being at the source. The union and the employees co-operate in this effort.

The employer undertakes to maintain health and safety conditions in compliance with prevailing laws and regulations.

The employer and the union co-operate to prevent accidents, ensure safety and promote employees' health.

A local health and safety committee is formed to study problems that are specific to the institution.

The committee's methods of representation and functioning are established by local agreements.

30.02 The parties to the local committee may:

- 1- agree on methods of inspecting the workplace;
- 2- identify situations that may be a source of danger for employees;
- 3- gather useful information about accidents that have occurred;
- 4- recommend individual protective equipment and methods that both comply with regulations and are adapted to the needs of the institution's employees;
- 5- receive and examine employees' complaints concerning health and safety conditions;
- 6- recommend any measure that is deemed appropriate, particularly concerning the necessary measuring equipment, control of radiation, etc.

By local agreement, the parties may agree on any other function of the committee.

30.03 Any examination, immunization or treatment of an employee required by the employer must be related to the work to be performed or necessary to protect individuals, and take place during the employee's working hours without cost to her/him.

An employee who is a healthy germ-carrier who is on leave of absence at the recommendation of the staff health office or of the physician designated by the employer may be reassigned to a position for which she/he meets the normal requirements of the job (taking into account the sectors of work set out in clause 15.05, Job Security), with no loss of pay.

If such a reassignment is impossible due to a lack of available positions within the same sector of work, the employee shall not incur any loss of pay or any deduction from her/his bank of sick leave. However, the employer may submit such a 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 Any employee exposed to radiation through her/his work undergoes the following examinations and analyses during her/his working hours and without cost, unless the employee's attending physician forbids it:

- a) a lung X-ray (350 mm x 430 mm format), once annually;
- b) a blood analysis (full cytology) every three (3) months and in cases where the norms of the International Commission on Radiological Protection have been exceeded. In the latter case, the employee also undergoes a chromosome analysis.

The results of this analysis must be transmitted to the person in charge of the staff health service and the chief radiologist as well as to the employee concerned when any anomaly is detected.

Any blood or chromosomal anomaly detected in an employee is investigated without delay by a hematologist or a physician qualified in that field in order to discover the cause.

30.05 The amount of radiation received must be meticulously counted. The result of this counting of the quantity of radiation received is posted every month in the radiology service.

In order to obtain as accurate a record as possible of the quantity of radiation received, each employee agrees to wear a dosimeter.

30.06 In order to ensure the safety of beneficiaries and employees, the employer agrees to comply with the standards issued by Health Canada, Environmental and Workplace Health.

If the personal dosimeter reveals that excessive doses have been received by an employee due to a defect or faulty operation of radiology equipment, the institution must immediately implement corrective measures and supply the union with information to this effect upon request.

30.07 If the personal dosimeter reveals that excessive doses have been received by an employee, the employer must give the employee a leave of absence. This leave of absence in no way affects the employee's annual vacation or sick leave. During this leave of absence, the employee receives remuneration equivalent to the remuneration she/he would receive if she/he were at work.

30.08 The employer gives a copy of the medical report on her/his personal dosimeter to an employee who requests it.

30.09 An employee is entitled to time off work with no loss of pay when her/his case is heard before the appeal boards stipulated in the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) (including the medical evaluation bureau - BEM), for an occupational injury as defined in said Act that occurred at her/his employer's workplace.

30.10 When the employer contests a decision of a tribunal or body with jurisdiction constituted under the Act respecting industrial accidents and occupational diseases or the Act respecting occupational health and safety (CQLR, c. S-2.1), it notifies the union that it is doing so if the appeal is likely to affect an employee's rights.

30.11 When an employee considers that a beneficiary may constitute an immediate or potential hazard for people around her/him, she/he reports the situation to her/his immediate

supervisor. In light of the facts set out in the employee's report, authorities immediately take the necessary steps.

- 30.12** When the provisions of the Act respecting occupational health and safety concerning the creation of one or more health and safety committees come into force, the parties will meet at the local level and agree on the creation of such committees.

Until such an agreement is reached, the committee stipulated in this article continues to carry out its terms of reference.

ARTICLE 31

DISCRIMINATION, HARASSMENT AND VIOLENCE

Discrimination

31.01 For the purposes of applying this collective agreement, neither management nor the union nor their respective representatives shall use threats, impose constraints or discriminate against any employee on account of her/his race, colour, national or ethnic origins, social condition, language, sex, pregnancy, sexual orientation, marital status, age, religious beliefs or lack thereof, political opinions, the fact that the person is handicapped or uses some means to offset her/his handicap, or that she/he exercises a right conferred upon her/him by this collective agreement or the law.

Discrimination exists when such a distinction, exclusion or preference denies, compromises or restricts a right recognized for her/him by this collective agreement or the law, on any of the grounds mentioned above.

Notwithstanding the above, a distinction, exclusion or preference based on the normal requirements for performing the duties of a position is considered non-discriminatory.

Psychological harassment

31.02 The employer and the union work together to foster a workplace free from psychological harassment. To this end, the parties may discuss any problem pertaining to psychological harassment, including any measure encouraging the prevention of such harassment.

31.03 "Psychological harassment" means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, which adversely affects an employee's dignity or psychological or physical well-being and 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 Every employee has a right to a work environment free from psychological harassment.

The employer must take reasonable action to prevent psychological harassment and put a stop to it whenever he becomes aware of such behaviour.

31.05 Any complaint concerning psychological harassment must be filed within two (2) years of the last incidence of the offending behaviour.

31.06 If the grievance arbitrator considers that the employee has been the victim of psychological harassment and that the employer has failed to fulfil the obligations imposed on employers under clause 31.04, she/he may render any decision she/he believes fair and reasonable, taking into account all the circumstances of the matter, including:

- 1- ordering the employer to reinstate the employee;
- 2- ordering the employer to pay the employee an indemnity up to a maximum equivalent to wages lost;
- 3- ordering the employer to take reasonable steps to put a stop to the harassment;
- 4- ordering the employer to pay punitive and moral damages to the employee;
- 5- ordering the employer to pay the employee an indemnity for loss of employment;
- 6- ordering the employer to pay for the psychological support needed by the employee for a reasonable period of time determined by the arbitrator;
- 7- ordering the modification of the disciplinary record of the employee who has suffered the psychological harassment.

31.07 Paragraphs 2, 4 and 6 of clause 31.06 do not apply for a period during which the employee is suffering from an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) that results from psychological harassment.

When the grievance arbitrator considers it probable that, pursuant to clause 31.06, the psychological harassment entailed an employment injury for the employee, she/he reserves her/his decision with regard to paragraphs 2, 4 and 6.

31.08 Any amendment to section 81.18, 81.19, 123.7, 123.15 or 123.16 of the Act respecting labour standards (CQLR, c. N-1.1) entails the same amendment to this collective agreement.

31.09 The employer and the union undertake not to publish or distribute sexist posters or pamphlets.

Violence

31.10 The employer and the union agree that employees should not be subjected to violence at work.

The employer and the union agree to co-operate to avert or stop any form of violence by appropriate means, including the development of a policy.

ARTICLE 32

LIABILITY INSURANCE

32.01 Except in cases of gross negligence, the employer, by means of a liability insurance policy, undertakes to protect employees who could incur civil liability by the mere fact of performing their duties.

If the employer does not take out a liability insurance policy, he then assumes responsibility for defending the employee, except in cases of gross negligence, and agrees not to file any claim against the employee in this respect.

32.02 When an employee is called upon to testify about events brought to her/his attention in the course of performing her/his duties and she/he foresees the need to invoke professional confidentiality, she/he may be accompanied by a lawyer who is chosen and paid for by the institution.

When an employee working with beneficiaries faces penal or criminal proceedings arising from the performance of her/his duties, reasonable expenses for legal assistance with her/his defence are reimbursed if the employee is acquitted.

ARTICLE 33

LABOUR RELATIONS COMMITTEES

I – PROVINCIAL COMMITTEE

- 33.01** For the purposes of resolving any problem pertaining to working conditions, including problems in the application or interpretation of the collective agreement, the bargaining parties agree to set up a provincial labour relations committee.
- 33.02** This committee is composed of three (3) representatives of the Comité patronal de négociation du secteur de la santé et services sociaux, one (1) of whom is a representative of the Ministère de la Santé et des Services sociaux, on the one hand, and three (3) representatives of the Canadian Union of Public Employees (CUPE-FTQ), on the other.
- 33.03** The parties meet within twenty (20) days of receiving notice from either party. This notice includes a brief outline of the problem or problems that the party wishes to submit to the committee, along with the name of its representatives.
- 33.04** The employees representing CUPE are given leave without loss of pay to attend committee meetings.
- 33.05** The parties have a maximum of ninety (90) days to identify a solution or solutions to the problems raised. This time limit can be extended by the parties.
- 33.06** Any agreement between the parties that modifies the collective agreement is filed with the Administrative Labour Tribunal.
- 33.07** This section does not allow for 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 labour dispute.

II – LOCAL COMMITTEE

- 33.08** A local labour relations committee is formed within sixty (60) days of the effective date of the collective agreement.
- 33.09** This local committee is composed of no more than three (3) representatives of each of the parties, and its operating procedures are determined through local agreements.
- 33.10** This committee meets at the request of either of the parties. The party that wishes to hold a committee meeting on a topic other than workload gives at least ten (10) days' prior notice to the other party.

This notice must indicate the subjects that will be discussed.

- 33.11** Employees belonging to the union who sit on this committee are authorized to attend committee meetings without loss of pay.

33.12 The committee's terms of reference are the following:

- a) discuss grievances before the notice of arbitration provided for in clause 11.01 with a view to examining them and finding a satisfactory solution;
- b) examine local problems in interpreting and applying the collective agreement;
- c) examine employees' complaints about their workload or any issue directly related to their workload;
- d) take on the mandates stipulated in clauses 14.08 and 35.04.
- e) meet once per year to discuss annual projections of the work to be subcontracted.

When the bargaining unit includes nursing and cardio-respiratory staff, the committee is also tasked with discussing any topic related to nursing care.

Procedure for complaints about workload

33.13 An employee who believes she/he has been wronged files a complaint in writing with the committee.

If a group of employees or the union as such believes that they have been wronged, the union may file a complaint in writing.

In each of these cases, the complainant provides the employer with a copy of her/his complaint.

33.14 When the employer decides to abolish a vacant position, he gives prior notice to the union.

If an employee believes that her/his workload will be excessive as a result of that position being abolished, she/he may file a complaint in writing with the employer within fifteen (15) days of the union receiving notice that the position is to be abolished.

If a group of employees or the union itself believes that it has been wronged, it may file a complaint in writing.

33.15 Each party in the committee may from time to time call on outside assistance, at its own expense, when deemed appropriate.

33.16 The party wishing to hold a committee meeting on a workload-related issue gives at least five (5) days' prior notice to the other party.

33.17 If the committee does not meet after this prior notice is given, the union has thirty (30) days from the date mentioned in the notice stipulated in the preceding clause to apply for arbitration of the dispute, in which case the summary procedure set out in clauses 11.17 through 11.23 applies.

33.18 If the committee reaches an agreement, its decision is enforceable.

If the committee does not reach an agreement, however, within thirty (30) days of the first meeting of the committee, the union may apply for arbitration of the dispute, in which case the procedure stipulated in clause 33.17 applies.

33.19 The time limits specified in this article may be modified with the parties' consent.

The local parties may agree in writing to extend the time period provided for the procedure in regard to a workload complaint.

ARTICLE 34

LEAVE WITH DEFERRED PAY PLAN

34.01 Definition

The purpose of the leave with deferred pay plan is to enable an employee to have her/his salary spread over a set period of time so as to have the benefit of leave. It is not designed to provide benefits when an employee retires, or to defer income tax payments.

This plan contains, on the one hand, a period during which an employee contributes, and on the other hand, a period of leave.

34.02 Duration of the plan

The duration of a leave with deferred pay plan may be two (2) years, three (3) years, four (4) years, or five (5) years unless it is extended as a result of the application of the provisions in paragraphs f), g), j, k) or l) of clause 34.06. However, the length of a plan, including any extensions, may in no case exceed seven (7) years.

34.03 Duration of the leave

The duration of the leave may be six (6) to twelve (12) consecutive months, as provided in paragraph a) of clause 34.06, and it may not under any circumstances be interrupted.

An employee may choose to use a plan that provides a three (3)-, four (4)- or five (5)-month leave when such a plan allows the employee to pursue full-time studies in a teaching institution within the meaning of the Income Tax Act (R.S.C. 1985, c. 1. (5th suppl.)). The leave may be taken only during the last three (3), four (4) or five (5) months of the plan.

The leave begins, at the latest, at the end of a maximum of six (6) years after the date the plan began. If not, the relevant provisions of paragraph n) of clause 34.06 apply.

Except as otherwise provided in this article, an employee is not entitled to the benefits of the collective agreement in force in the institution during her/his leave, just as though she/he were not in the employment of the institution, subject to her/his right to claim benefits acquired previously, and to the provisions of articles 10 and 11.

During her/his leave, an employee may not receive any remuneration from the employer, or from another person or company whose relationship with the employer is not at arm's length, other than the amount corresponding to the percentage of her/his salary as provided in paragraph a) of clause 34.06 plus, if applicable, the amounts the employer is required to pay for benefits under clause 34.06.

34.04 Conditions of eligibility

An employee is entitled to a leave with deferred pay plan after a request to the employer, who may not refuse without a valid reason. The employee must meet the following conditions:

- a) hold a position;
- b) have completed two (2) years of service;
- c) submit a written request specifying:
 - the length of participation in the leave with deferred pay plan;
 - the length of the leave;
 - when the leave is to be taken.

These details must be agreed upon and recorded in the form of a written contract with the employer that also includes the provisions of this plan.

A copy of the employee's written request is transmitted to the union.

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

34.05 Return to work

At the end of her/his leave, the employee may resume her/his position with the employer. However, if the position the employee held at the time of her/his departure is no longer available, the employee must use the bumping and/or layoff procedure provided for in the collective agreement.

At the end of her/his leave, the employee must remain in the service of the employer for at least the same length of time as that of her/his leave.

34.06 Terms of application

a) Salary

During each of the years covered by the plan, the employee receives a percentage of the salary on the applicable salary scale that she/he would be receiving if she/he were not participating in the plan, including, where applicable, the supplement or responsibility premiums and additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H. The applicable percentage is determined according to the following table:

Duration of leave	Duration of the plan			
	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 are paid to the employee in accordance with the provisions of the collective agreement, providing she/he is normally entitled to them, as though she/he were not participating in the plan. However, the employee is not entitled to these premiums during the period of leave.

b) Pension plan

For the purposes of applying pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions provided for in this article, is equal to one (1) year of service, and the average salary is set on the basis of the salary that the employee would have received if she/he had not participated in the leave with deferred pay plan.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the percentage of the salary she/he receives in accordance with paragraph 34.06 a).

c) Seniority

An employee retains and accumulates seniority during her/his leave.

d) Annual vacation

An employee is deemed to be accumulating service for the purpose of annual vacation during her/his leave.

For the duration of the plan, annual vacation is paid as a percentage of the employee's salary as provided in paragraph a) of clause 34.06.

If the length of the leave is one (1) year, the employee is deemed to have taken the amount of paid annual vacation to which she/he is entitled. If the length of the leave is less than one (1) year, the employee is deemed to have taken the amount of paid annual vacation to which she/he is entitled, prorated to the length of the leave.

e) Sick leave

An employee is deemed to be accumulating days of sick leave during her/his leave.

For the duration of the plan, days of sick leave, whether they are used or not, are remunerated according to the percentage provided in paragraph a) of clause 34.06.

f) Salary insurance

In the event that a disability occurs during the leave with deferred pay plan, the following provisions apply:

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

If the employee is still disabled at the end of the leave, she/he receives, for as long as she/he is eligible and after having exhausted the prescribed waiting period, salary insurance benefits calculated on the percentage of her/his salary as stipulated in paragraph a) of clause 34.06, in accordance with the provisions of clause 23.29. If the date on which the contract is terminated arrives while the employee is still disabled, full salary insurance benefits apply.

- 2- If the disability occurs before the leave has been taken, the employee may exercise one of the following options:

- She/he may continue to participate in the plan. In this case, for as long as she/he is eligible and after exhausting the waiting period, she/he receives salary insurance benefits calculated on the percentage of her/his salary as provided in paragraph a) of clause 34.06, in accordance with clause 23.29.

In the event that the employee is disabled at the beginning of her/his leave, and the end of her/his leave coincides with the time the plan is scheduled to end, she/he may interrupt her/his participation until the end of her/his disability. During this period of interrupted leave, the employee receives full salary insurance benefits, as long as she/he is eligible under the provisions of clause 23.29, and starts her/his leave the day her/his disability ends.

- She/he may suspend her/his participation in the plan. In this case, after exhausting the waiting period, she/he receives full salary insurance benefits as long as she/he is eligible under the provisions of clause 23.29. When she/he returns, her/his participation in the plan is extended by a period equal to that of her/his disability.

If the employee is still disabled at the time the leave is scheduled to begin, she/he is entitled to postpone her/his leave until she/he is no longer disabled.

- 3- If her/his disability occurs after the leave, the employee receives, for as long as she/he is eligible and after exhausting the waiting period, salary insurance benefits calculated on the percentage of her/his salary as provided in paragraph a) of clause 34.06, in accordance with clause 23.29. If the employee is still disabled at the end of the plan, she/he receives full salary insurance benefits.
- 4- In the event that the employee remains disabled after the expiry of the time limit provided in paragraph 6 of clause 12.14, the contract is void and the following provisions apply:
 - If the employee has already taken her/his leave, the salary which has been overpaid is not repayable and one (1) year of service for the purpose of participation in the

pension plan is credited for each year of participation in the leave with deferred pay plan.

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

5- Notwithstanding the second (2nd) and third (3rd) sub-paragraphs of this clause, a part-time employee's contributions to the plan are suspended during a disability, and after exhausting the waiting period, the employee receives full salary insurance benefits as long as she/he is eligible under the provisions of clause 23.29. The employee may then exercise one of the following options:

- She/he may suspend her/his participation in the plan. Upon the employee's return, her/his participation is extended for a length of time equal to that of her/his disability.
- If she/he does not want to suspend her/his participation in the plan, the disability period is then considered a period of participation in the plan for the purposes of applying paragraph q).

For the purposes of applying paragraph f), an employee who is disabled by an employment injury is deemed to be receiving salary insurance benefits.

g) Leave of absence without pay

For the duration of the plan, an employee who is on leave of absence without pay has her/his participation in the leave with deferred pay plan suspended. Upon her/his return, said participation is extended for a length of time equal to that of her/his leave of absence. In the case of part-time leave without pay, an employee receives, for the time worked, the salary she/he would have received if she/he had not participated in the plan.

However, a leave of absence without pay of one (1) year or more, with the exception of that provided in clause 22.27, amounts to a withdrawal from the plan, and the provisions of paragraph n) apply.

h) Leave with pay

For the duration of the plan, leave with pay not provided for in this article will be remunerated according to the percentage of the salary provided in paragraph a) of clause 34.06.

Leave with pay that occurs during the period of leave with deferred pay is deemed to have been taken.

i) Floating days off in psychiatry

During the leave with deferred pay, an employee is deemed to be accumulating service for the purposes of floating days off in psychiatry.

For the duration of the plan, floating days off in psychiatry are remunerated according to the percentage of salary provided in paragraph a) of clause 34.06.

If the length of the leave is one (1) year, the employee is deemed to have taken the annual quantum of floating days off in psychiatry to which she/he is entitled. If the length of the

leave is less than one (1) year, the employee is deemed to have taken the annual quantum of floating days off in psychiatry to which she/he is entitled, prorated to the length of the leave.

j) Maternity leave, paternity leave and leave for adoption

Participation in the leave with deferred pay plan is suspended if maternity leave occurs during the contribution period. Upon the employee's return to work, participation in the plan is extended by a maximum of twenty-one (21) weeks. During maternity leave, benefits are based on the salary that would be paid if the employee were not participating in the plan.

If the paternity leave or leave for adoption occurs during the contribution period, participation in the plan is extended by a maximum of five (5) weeks. During a paternity leave or leave for adoption, benefits are based on the salary that would be paid if the employee were not participating in the plan.

k) Protective leave

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

l) Professional development

For the duration of the plan, an employee who benefits from leave for the purpose of professional development has her/his participation in the leave with deferred pay plan suspended. Upon her/his return, the employee's participation is extended for a length of time equal to that of her/his leave.

m) Layoff

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

However, an employee does not incur any loss of rights where her/his pension plan is concerned. Thus, one (1) year of service shall be credited for each year of participation in the leave with deferred pay plan, and the salary that has not been paid is reimbursed without interest and without being subject to contributions for the purposes of the pension plan.

An employee who is laid off and benefiting from the job security provided in clause 15.03 continues to participate in the leave with deferred pay plan for as long as she/he has not been reassigned to another institution by the national workforce planning service (SNMO). From that date on, the provisions of the two (2) preceding sub-paragraphs apply to this employee. However, an employee who has already taken her/his leave continues to participate in the leave with deferred pay plan with the employer to whom she/he is reassigned by the SNMO. An employee who has not yet taken her/his leave may continue to participate in the plan provided that her/his new employer agrees to the terms stipulated in the contract, or, failing this, that the employee and her/his new employer agree on another date for taking the leave.

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

- I) If the leave has been taken, the employee must reimburse, without interest, the salary she/he received during the leave in proportion to the period of time that remains in the plan in relation to the period of contribution.
- II) If the leave has not been taken, the employee is reimbursed for an amount equal to the contributions deducted from her/his salary up to the date of breach of contract (without interest).
- III) If the leave is under way, the amounts owed by either party are calculated as follows: the amount received by the employee during her/his leave minus the amounts deducted from the employee's salary in fulfilment of her/his contract. If the balance thus obtained is negative, the employer reimburses it (without interest) to the employee; if the balance obtained is positive, the employee reimburses it to the employer (without interest).

For the purpose of the pension plan, recognized rights are those that would have been recognized if the employee had never participated in the leave with deferred pay plan. Thus, if the leave has been taken, the contributions made during that leave are used to compensate for the missing contributions for years worked to restore the pension credits lost during this period; the employee may, however, redeem the lost period of service on the same conditions as those applying to leave without pay provided for in the retirement plan law in effect.

Furthermore, if the leave has not been taken, the contributions lacking to credit the totality of years worked are deducted from the reimbursement of contributions deducted from the salary.

o) Breach of contract due to an employee's death

In the event of an employee's death during the course of the plan, the contract ends on the date of death and the following provisions apply:

- If the employee has already taken her/his leave, the contributions deducted from her/his salary are not refundable, and one (1) year of service for the purposes of her/his participation in the pension plan is credited for each year of participation in the leave with deferred pay plan.
- If the employee has not already taken her/his leave, the contributions deducted from her/his salary are reimbursed without interest and without being subject to contributions for the purposes of the pension plan.

p) Dismissal

In the event that an employee is dismissed during the course of the plan, the contract is terminated on the date the dismissal takes effect. The provisions of paragraph n) apply.

q) Part-time employee

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

Furthermore, the salary she/he receives during her/his leave is based on the average number of hours worked, excluding overtime, in the years of participation preceding the leave.

Benefits provided for in clause 7.13 of the collective agreement, clause 4.03 and article 9 of Appendix I, and clauses 2.03 of Appendix O and 2.03 of Appendix P are calculated and paid on the basis of the salary percentage provided in paragraph a) of clause 34.06.

r) Change of status

An employee whose status changes during her/his participation in the leave with deferred pay plan may exercise one (1) of the following two (2) options:

- 1- she/he may end her/his contract under the conditions provided in paragraph n);
- 2- she/he may to continue to participate in the plan and is then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking her/his leave is deemed to still be a full-time employee for the purposes of determining her/his contribution to the leave with deferred pay plan.

s) Group insurance plans

During leave, an employee continues to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums to this effect herself or himself, in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.26, her/his participation in the basic health insurance plan is mandatory, and she/he must pay all the necessary contributions and premiums to that effect herself or himself.

While the plan is in effect, the insurable salary is that provided in paragraph a) of clause 34.06. However, an employee may maintain an insurable salary based on the salary that would be paid if she/he were not participating in the plan, by paying the extra part of the applicable premiums.

t) Voluntary transfers

An employee may apply for a posted position and obtain it in accordance with the provisions of the collective agreement, provided that the residual portion of her/his leave is such that she/he can begin work within thirty (30) days of being awarded the position.

ARTICLE 35

TECHNOLOGICAL CHANGE

Definition

35.01 A technological change is the introduction or addition of machinery, equipment or devices, or modifications to them, that has the effect of abolishing one or more positions or significantly modifying an employee's duties or the knowledge required for standard performance in the job.

Notice

35.02 If a technological change is implemented that has the effect of abolishing one or many positions, the employer gives at least four (4) months' written notice to the union and to the employee.

In the other cases provided for in clause 35.01, this notice must be given at least thirty (30) days in advance.

35.03 The notice transmitted to the union includes the following information:

- a) the nature of the technological change;
- b) the schedule of implementation;
- c) identification of the positions or job titles to be affected by the change, and the foreseeable effects on the organization of work;
- d) the main technical features of the new machines, equipment or devices, or the planned modifications, when available;
- e) all other pertinent information relating to this change.

Meetings

35.04 In the case of technological changes that have the effect of abolishing one or more positions, the parties meet no later than thirty (30) days after the union receives the notice and subsequently at any other time they agree upon mutually to discuss plans for implementing the change, the foreseeable effects on the organization of work, and alternatives likely to reduce the impact on employees.

In the case of technological changes necessitating the updating of one or more employees' skills, the employer meets with the union, at the union's request, to inform the latter of the terms for this updating.

Retraining

35.05 An employee covered by clause 15.03 who is in fact laid off following the implementation of a technological change is eligible for retraining in accordance with the provisions of article 15.

ARTICLE 36

LOCAL JOINT INTER-UNION COMMITTEE ON THE ORGANIZATION OF WORK

The local parties will set up a joint inter-union committee on the organization of work.

COMMITTEE'S MANDATE

The committee's mandate is to:

- study work organization projects by accessing all the relevant information;
- express the concerns of committee members in relation to these projects;
- examine ways to mitigate the problems associated with these projects.

The local parties will agree on the projects that will be studied by the committee.

COMMITTEE COMPOSITION AND OPERATIONS

Only the unions representing employees affected by a project will attend a meeting held in regard to that project.

The composition, role and operations of the committee will be determined by local agreement.

ARTICLE 37

VOLUNTARY reassignment

37.01 Temporary voluntary reassignment by employees away from their home base, as provided in this article, is subject to the local and national provisions of the collective agreement of the institution they come from. The employee continues to benefit from the set of work conditions and remuneration applicable to it.

37.02 Intra-facility reassignment

An employee who agrees to temporarily be reassigned to one of the employer's facilities located twenty (20) or more kilometres but less than one hundred (100) kilometres from her/his home base, is entitled to a lump sum of fifty dollars (\$50) per day worked in the facility to which she/he must travel, in addition to the travel allowances provided for in the collective agreement.

When the facility is not accessible by road, the lump sum provided for in the preceding paragraph applies even if it is less than twenty (20) kilometres away.

When the facility is located one hundred (100) kilometres or more from her/his home base, the lump sum provided for in the preceding paragraphs is increased to one hundred dollars (\$100).

37.03 Inter-facility reassignment

An employee who agrees to be reassigned temporarily to a facility in another institution located less than one hundred (100) kilometres from her/his home base is entitled to a lump sum of fifty dollars (\$50) per day worked in the institution the employee must travel to, in addition to the travel allowances provided for in the collective agreement.

When the facility is located one hundred (100) kilometres or more from her/his home base, the lump sum provided for in the preceding paragraph is increased to one hundred dollars (\$100).

Other terms and conditions

37.04 Employees involved in such reassignment may not receive more than one of the lump sums applicable in this article on a daily basis.

37.05 The lump sums provided in this article cannot be considered as salary and are non-pensionable.

37.06 For the purposes of this article, the distance per kilometre between the home base and the facility is calculated on the basis of the distance required and which must actually be covered by the employee, where applicable, in the performance of his or her duties.

ARTICLE 38

DURATION AND RETROACTIVITY OF THE PROVINCE-WIDE PROVISIONS OF THE COLLECTIVE AGREEMENT

38.01 Subject to clauses 38.04 and 38.05, the province-wide provisions of the collective agreement come into force on June 16, 2024 and remain in force until March 31, 2028.

38.02 Subject to clauses 38.03, 38.04 and 38.05, the provisions of the previous collective agreement remain in force until the date of coming into force of this collective agreement.

38.03 The following provisions of the 2021-2023 collective agreement that expired on March 30, 2023, or September 30, 2023, as the case may be, are extended until June 15, 2024:

- 1- Letter of agreement regarding employees working with clientele with serious behavioural disorders (Letter of Agreement No. 6);¹
- 2- Letter of agreement regarding employees in the job class of health and social services technicians and professionals working with clientele in residential and long-term care centres, senior homes and alternative homes (Letter of Agreement No. 1);²
- 3- Letter of agreement regarding employees with the job title of psychologist (Letter of Agreement No. 24);³
- 4- Premium paid to some skilled worker job titles as provided in Letter of Agreement No. 34.³
- 5- Attraction and retention premiums for employees in the job class of nursing and cardio-respiratory care who hold a full-time position on an evening or night shift or on a rotating shift, provided in section V of the Letter of Agreement No. 20;
- 6- Letter of agreement regarding medical secretaries in the health and social services sector (Letter of Agreement No. 49).

38.04 Beginning on April 1, 2023:

¹ Notwithstanding the 5th paragraph of the first article of Letter of Agreement No. 6 of the 2020-2023 collective agreement, the lump sum is prorated to the hours accrued as of the effective date of this collective agreement.

² The parties agree that there will be no interruption in the accrual of hours of actual work for the purpose of payment of the lump sum between September 30, 2023 and the effective date of the collective agreement and for the purpose of applying clause 9.13 of this collective agreement.

³ Notwithstanding the date of June 15, 2024 provided in this paragraph, this provision is extended until June 8, 2024.

The provisions concerning salary rates and scales take effect, including job security benefits, salary insurance benefits including those paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail and/or by the Société d'assurance automobile du Québec, as well as the sick days payable on December 15 of each year, benefits provided under parental rights, the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E and article 2 of Appendix H and the provisions relating to employees off rates and off scales;

Premiums, monetary compensation and supplements expressed as a percentage and the overtime and allowances under article 19 of the 2021-2023 collective agreement, extended by clause 38.02, are applied to the salary rates and scales in accordance with the first subparagraph of this paragraph;

The increase applicable to the premiums and supplements of the 2021-2023 collective agreement, extended by clause 38.02, excluding the seniority premium and the premiums, monetary compensation and supplements expressed as a percentage from the preceding subparagraph, are applied as described in clause 7.31;

The lump sum in Letter of Agreement No. 48 of the 2021-2023 collective agreement, extended by clause 38.02, is obtained from the salary rates and scales in accordance with the first subparagraph of this paragraph.

Part-time employees

For part-time employees, the amounts of retroactive pay arising from the application of the present paragraph include pay adjustments for sick leave days, annual vacation and statutory holidays and leaves taken in lieu of floating days off, in accordance with the percentage rates prescribed in the collective agreement. The adjustment is computed on the portion of the retroactive amounts that are payable after the salary rates and scales are adjusted.

38.05 The following provisions come into force on:

1. January 1, 2021:
 - Application of the percentages for salary increases provided under Letter of Agreement No. 37 regarding legal secretaries in the health and social services sector;
 - The lump sum provided under article 1 of Letter of Agreement No. 39 regarding administrative officers, class 2 – clerical and administrative sectors. Application of the lump sum provided in this letter of agreement in the 2024-2028 collective agreement end on the day before the effective date of the present collective agreement;
2. May 1, 2023: remuneration of the annual leave provided in clause 7.13 for part-time employees, effective on May 1, 2024;
3. April 1, 2024: the employer's contribution to the basic health insurance plan provided in clause 23.23;
4. April 30, 2024: acquisition of the amount of annual vacation provided in the 2nd subparagraph of clause 21.02, effective May 1, 2024.

5. June 9, 2024:

- The premium provided under Letter of Agreement No. 34 regarding the attraction and retention premium aimed at offsetting personnel shortages, paid to some skilled worker job titles;
- Letter of Agreement No. 24 regarding employees with the job title of psychologist.

38.06 Notwithstanding the 3rd subparagraph of clause 9.14 of the 2021-2023 collective agreement, the lump sum payment is prorated to the hours accrued at the effective date of the present collective agreement.

38.07 The following provisions of this collective agreement remain applicable to employees in the job title group of intervention officer until the time they are integrated into the new job titles of pacification and security intervention officer and pacification and security intervention officer team leader:

- Clause 9.15 (critical care premium);
- Clause 9.16 (special critical care premium);
- Appendix W (meal provided to employees with specific job titles);
- Letter of Agreement No. 6 (regarding employees working with clientele with serious behavioural disorders).

38.08 Payment of salaries on the basis of the scales and payment of the premiums and supplements stipulated in the collective agreement that have not been the subject of any amendment from the 2021-2023 collective agreement, except for the increase in their rates, begin no later than within forty-five (45) days of the signature of the provisions of the collective agreement.

38.09 Payment of other premiums and supplements provided in the collective agreement begins no later than within one hundred and twenty (120) days of the signature of the provisions of the collective agreement. The resulting retroactive amounts are paid no later than one hundred and twenty (120) days of the signature of the collective agreement.

38.10 Subject to the provisions of clause 38.11, the amounts of retroactive pay resulting from the application of clauses 38.03 to 38.06 are payable no later than within ninety (90) days of the signature of the provisions of the collective agreement.

The amounts of retroactive pay are paid in a separate payment accompanied by a document explaining the detail of the calculations.

38.11 An employee whose employment ended between April 1, 2023 and the retroactive payment date must apply for payment of the salary owing within four (4) months of receiving the list stipulated

in clause 38.12.³ If the employee has died, the application may be made by her/his heirs and successors.

38.12 Within three (3) months of the coming into force of the collective agreement, the employer will provide the union with a list of all the employees who have left their job since April 1, 2023, along with their last known address.

38.13 The letters of agreement and the appendices to the collective agreement are an integral part thereof.

38.14 The claims submitted under clauses 38.04 and 38.05 paragraphs 1 and 2 may be granted retroactively, respectively to the dates provided in these paragraphs.

38.15 This collective agreement is deemed to remain effective until a new collective agreement comes into force.

^{3.} For employees covered by Letter of Agreement No. 37 regarding legal secretaries in the health and social services sector, the April 1, 2023 date is replaced with January 1, 2021.

In witness whereof, the national parties have signed on this _____ day of the month of June, 2024.

**SYNDICAT CANADIEN DE LA FONCTION
PUBLIQUE - FTQ**

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

**Karine Cabana
Spokesperson**

**Louis Bourcier
Executive Director**

**Michel Jolin
Secretary General**

**Mario Morissette
Spokesperson**

**Vincent Roy
Class 1 Representative**

**MINISTÈRE DE LA SANTÉ ET DES SERVICES
SOCIAUX**

**Alexandre Dumont
Class 2 Representative**

**Daniel Paré
Deputy Minister**

**Samuel Sicard
Class 3 Representative**

**Richard Deschamps
Associate Deputy Minister**

SECRÉTARIAT DU CONSEIL DU TRÉSOR

**Sonia Bureau
Class 4 Representative**

**Édith Lapointe
Chief Negotiator**

**Fanny Demontigny
President**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Christian Dubé

**THE PRESIDENT OF THE CONSEIL DU
TRÉSOR**

Sonia LeBel

PART II
APPENDICES

APPENDIX A

SPECIAL PROVISIONS FOR SOCIAL WORK TECHNICIANS

ARTICLE 1 SCOPE

1.01 Insofar as they are not otherwise amended by this appendix, the provisions of this agreement apply to social work technicians who are employees as defined in clause 1.01 of this agreement.

ARTICLE 2 PLACEMENT ON THE SALARY SCALE

2.01 A social work technician receives the salary assigned to the step in her/his job title corresponding to her/his years of experience in the same or a comparable job title and, as the case may be, taking into account the relevant experience acquired in another job title.

2.02 Notwithstanding the previous clause, employees who are currently in the service of the employer and those hired in future are not to be credited with experience acquired in 1983 for the purposes of classification in their salary scale.

2.03 A social work technician retains, as a vested right, her/his years of experience already recognized by the employer. Thus, years of experience already credited to an employee may not be contested on any grounds whatsoever.

2.04 The provisions stipulated in Appendix H (Recognition of additional education) apply to employees covered by this appendix.

2.05 A social work technician in the service of the institution who successfully completes thirty (30) credits of a course leading to a university degree in social service advances two (2) additional steps on the scale for social work technicians, under the provisions stipulated in Appendix H.

Advancement through the salary scales

2.06 If the number of steps on the salary scale allows it, each time an employee completes one (1) year of service in her/his job title, she/he advances one step.

For the purposes of applying the previous paragraph, a part-time employee shall be deemed to complete one (1) year of experience when she/he accumulates the equivalent of:

- two hundred and twenty-five (225) days of work if she/he is entitled to twenty (20) days of annual vacation;
- two hundred and twenty-four (224) days of work if she/he is entitled to twenty-one (21) days of annual vacation;
- two hundred and twenty-three (223) days of work if she/he is entitled to twenty-two (22) days of annual vacation;
- two hundred and twenty-two (222) days of work if she/he is entitled to twenty-three (23) days of annual vacation;
- two hundred and twenty-one (221) days of work if she/he is entitled to twenty-four (24) days of annual vacation;

- two hundred and twenty (220) days of work if she/he is entitled to twenty-five (25) days of annual vacation.

However, the year or part of a year of experience acquired in 1983 is not credited when determining the employee's date for advancing a step.

ARTICLE 3 PROBATION PERIOD

Any new social work technician is subject to a probation period.

During her/his probation period, a social work technician is entitled to all the benefits of this agreement. However, in case of dismissal, she/he is not entitled to use the grievance procedure.

APPENDIX B

SPECIAL PROVISIONS FOR EMPLOYEES IN REHABILITATION CENTRES OFFERING WORK HABIT PREPARATION SERVICES

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement apply to employees working in rehabilitation centres offering work habit preparation services.

ARTICLE 2 GENERAL PROVISIONS

It is agreed that for the purposes of therapy, rehabilitation and reintegration, beneficiaries are involved in work activities as part of a diverse program with a view to preparing them for an adapted work centre or the regular labour market.

No employee may be laid off or bumped as a direct or indirect result of beneficiaries doing work that is normally done by employees.

ARTICLE 3 PARA-TECHNICAL POSITION

Instructor

Individual who implements activities or instructional programs in sectors such as skilled trades or other sectors provided in the collective agreement, except for handicrafts or occupational therapy or a similar occupation, for the purpose of fostering the development and rehabilitation of beneficiaries.

Provides observations requested concerning beneficiaries' attitudes and behaviour.

In addition to the weekly salary provided for their job title, instructors receive the following weekly supplement (instructor's 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 PROVISIONS FOR NURSING ASSISTANTS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of this agreement apply to nursing assistants who practise their profession and are employees as defined in clause 1.01 of the collective agreement.

ARTICLE 2 EMPLOYEES COVERED

The provisions of this appendix also apply to baby nurses/child nurses.

ARTICLE 3 PROFESSIONAL DEVELOPMENT PREMIUM

An employee who successfully completes the six (6)-month course for operating room technicians receives a weekly premium, in addition to her/his salary, 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 POSTSCHOOL STUDIES

4.01 Any recognized program of university nursing studies worth fifteen (15) units (credits) or more but less than thirty (30) units (credits) is equal to one (1) year of service for the purposes of advancing through the steps on the salary scale or to additional remuneration of 1.5% of the salary at the last step of the salary scale, as the case may be.

This provision does not apply to the activities covered by article 13, “Budgets for the development of human resources and professional practice.”

4.02 Any recognized program of university nursing studies worth thirty (30) units (credits) is equal to two (2) years of service for the purposes of advancing through the steps on the salary scale or to additional remuneration of 3% of the salary assigned to the last step on the salary scale, as the case may be.

4.03 However, to be entitled to advancing through the steps as stipulated in articles 4.01 and 4.02, the nursing assistant must work in her/his specialty. To entitle an employee to the additional remuneration, the postschool studies must be required by the employer. If an employee uses more than one program of postschool studies in the specialty in which she/he works, she/he is credited for one (1) or two (2) years of service for the purposes of advancing through the steps for each program, as the case may be, up to a maximum of four (4) years of service for all

programs, or to additional remuneration of no more than 6% of the salary at the last step of the salary scale, as the case may be.

- 4.04** A nursing assistant who has advanced through steps for postschool studies receives the additional remuneration for the said training once she/he has completed one (1) year or more of experience at the last step of her/his salary scale, if the said postschool studies are required by the employer in accordance with the provisions of clause 4.05.

When a nursing assistant who holds a position for which postschool studies are required cannot benefit from all the years of service for the purposes of advancing through the steps to which her/his postschool studies would entitle her/him because her/his combined experience and postschool studies already put her/him at the last step on her/his salary scale, the nursing assistant receives additional remuneration equal to 1.5% of the maximum salary for her/his salary scale for each step from which she/he can no longer benefit until this additional remuneration corresponds to the total number of steps to which she/he is entitled for her/his postschool studies without, however, exceeding 6%.

A nursing assistant who is on the last step solely on the basis of her/his experience is entitled to the additional remuneration for her/his postschool studies when it is required by the employer in accordance with article 4.05.

- 4.05** Within six (6) months of the date this collective agreement comes into force, the employer shall decide on the list of programs of postschool studies that he deems are required by service or by job title and that entitle a nursing assistant to additional remuneration.

- 4.06** The programs of study recognized by the Ministère de l'Éducation et de l'Enseignement supérieur are recognized for the purposes of applying this article.

ARTICLE 5 VESTED RIGHTS

- 5.01** An employee who is entitled to a responsibility premium on May 14, 2006, continues to receive that premium providing that she/he continues to perform the duties for which she/he was granted the premium.

ARTICLE 6 SPECIAL PROVISIONS

Candidate for admission to the practice of the nursing assistant profession

- 6.01** This person is entitled to all the provisions of the collective agreement and the appendix insofar as they are not otherwise amended by this article.
- 6.02** Upon receipt of a permit to practise after a first or rewritten examination, the employer shall pay the candidate for admission to the practice of the nursing assistant profession the salary of a nursing assistant, retroactive to the date of her/his successful examinations, insofar she/he has worked after that date.

APPENDIX D

SPECIAL PROVISIONS FOR EDUCATORS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of this collective agreement apply to educators who are employees as defined by clause 1.01 of the collective agreement.

ARTICLE 2 PROVISIONS RELATED TO REMUNERATION

The following provisions are added to article 7.

- 2.01** When an educator attains a higher class, she/he is ranked in her/his new class in accordance with her/his years of experience, and shall in no case incur a reduction in salary.
- 2.02** For the course leading to the certificate of college studies (special care counselling), educators in the employer's service are eligible for Class II if they successfully complete fifty per cent (50%) of this course.

ARTICLE 3 PROBATION PERIOD

Every new educator is subject to a probation period. During her/his probation period, an educator is entitled to all the benefits of the collective agreement. In case of dismissal, she/he is not entitled to use the grievance procedure.

ARTICLE 4 STUDY INCENTIVE PREMIUM

- 4.01** A full-time educator employed by the institution on the date this collective agreement comes into effect receives, after successfully completing fifteen (15) credits of the program in institutional rehabilitation or in special education techniques (CEGEP courses), a study incentive 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 (\$)
618.00	635.00	652.00	668.00	691.00

- 4.02** However, an educator who advances to a higher salary class after completing fifteen (15) credits cannot benefit from this premium.
- 4.03** Equivalencies or exemptions granted by a CEGEP are not accepted for the purpose of this article.

4.04 This study incentive premium is paid only once for a given set of credits and may not be claimed by an educator who has obtained a bursary paid out of the budget for the development of human resources, or when such courses are taken during work hours with no loss of pay for the employee concerned.

ARTICLE 5 PROFESSIONAL DEVELOPMENT

The provisions stipulated in articles 2 and 3 of Appendix H (Recognition of additional education) apply to all employees holding the job title of "Educator."

An educator who successfully completes thirty (30) credits of the course leading to a university degree in psycho-education or in counselling for maladjusted children is credited for two (2) years of service for the purposes of advancing through the steps on the salary scale in accordance with the provisions of Appendix H.

For the purposes of applying clause 2.06 of Appendix H, any training related to the duties of an educator is deemed to be required.

ARTICLE 6 HEAD OF A LIVING UNIT AND/OR REHABILITATION UNIT

6.01 The job description and salary scale for this job title appear in the list of job titles, job descriptions and salary rates and scales in the health and social services sector.

6.02 Availability

To ensure that her/his living unit runs smoothly, the presence of the employee responsible for the living unit and/or rehabilitation unit is required, in addition to the set work schedule, for circumstances such as the following, except when an educator is absent and needs to be replaced:

- 1- when beneficiaries leave for vacation and come back from vacation;
- 2- to assist a replacement educator or new educator on her/his team;
- 3- when one or several beneficiaries cause major problems.

6.03 Remuneration

The salary scale for an employee who is the head of a living unit and/or rehabilitation unit takes into account overtime that must be worked to accomplish the tasks for which the employee is on stand-by duty in accordance with the provisions of clause 6.02 hereof. Consequently, the employee or union may not claim payment or time off work for the overtime worked to perform such tasks.

ARTICLE 7 RECREATION INTERVENTION TECHNICIAN

The provisions of this appendix apply to recreation intervention technicians, except for article 2, the 3rd paragraph of article 5, and article 6.

APPENDIX E

SPECIAL PROVISIONS FOR NURSES

ARTICLE 1 SCOPE

- 1.01** Insofar as they are not otherwise amended by this appendix, the provisions of this agreement apply to nurses practising their profession who are employees as defined in clause 1.01 of the collective agreement.
- 1.02** Furthermore, should the institution require that a position be filled by a nurse, the nurse is covered by this appendix.

ARTICLE 2 SPECIAL PROVISIONS

Candidate for admission to the practice of the nursing profession

- 2.01** This person is entitled to all the provisions of the collective agreement and the appendix insofar as they are not otherwise amended by this article.
- 2.02** Upon receipt of a permit to practise after a first or rewritten examination, the employer shall pay the candidate for admission to the practice of the nursing profession the salary of a nurse, retroactive to the date of her/his successful examinations, insofar she/he has worked after that date.

Nurse on a refresher course

- 2.03** This nurse cannot have sole charge of a nursing unit. She/he must work under a nurse's supervision.
- 2.04** The terms and conditions of the refresher period are given to the nurse and the union in writing at the time the nurse is hired.

ARTICLE 3 CLASSIFICATION IN THE SALARY SCALE

- 3.01** A nurse covered by this appendix is placed on the salary scale on the basis of her/his experience and, if applicable, her/his postschool studies, as established in accordance with articles 5 and 6.
- 3.02** At the time of hiring, the employer must require that the nurse produce written attestation of the experience and/or university training she/he has acquired. The nurse obtains said attestation from the employer where the experience was acquired and/or from the teaching institution that provided the postschool studies.

If the employer fails to require this attestation, he cannot hold a prescribed deadline against the nurse.

If it is impossible for the nurse to provide written proof of her/his experience, she/he may, after proving the impossibility of doing so, submit proof of her/his experience by swearing under oath

to all the relevant details, including the name of the employer, the dates of work and the kind of work done.

ARTICLE 4 SALARY SCALE ADVANCEMENT

This article replaces clause 7.21 (Advancement through salary scales) of the collective agreement.

If the number of steps on the salary scale allows it, each time an employee completes one (1) year of service in her/his job title, she/he advances to the next step after the one he/she had.

However, the length of time an employee stays on a step if she/he has a ranking of nineteen (19) or higher is 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 previous paragraphs, a part-time employee has completed one (1) year of service when she/he has accumulated the same number of days of work as shown in the table below in relation to the number of vacation days to which she/he is 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 for part-time employees, except those set out in clauses 6.06 to 6.08 of the collective agreement, are considered work days for the purposes of advancement on the salary scale.

For the purposes of advancement on the salary scale, a part-time employee is credited, for the same job title, with the days she/he has worked in another institution in the sector since January 1, 1990. The employee may ask each of her/his employers, once per calendar year, for a written attestation of the days worked. The experience she/he has acquired will be recognized for the purposes of advancing on the salary scale, as of the date she/he receives said attestation.

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

However, a year or fraction of a year of service so acquired as well as days of work accumulated in 1983 will not be credited when setting the employee's date for advancement on the salary scale.

ARTICLE 5 PRIOR EXPERIENCE

The following clauses replace article 17 of the collective agreement (Years of prior experience).

5.01 One year of experience is equal to one (1) year of service for the purposes of advancement on the salary scale, in accordance with the rules applicable to salary scale advancement. This experience must be acquired in the following manner:

5.02 For salary purposes only, a nurse has the right to be classified on the basis of the length of her/his prior experience, providing, however, that she/he did not leave the health and social services sector or other employment as a nurse more than ten (10) years ago.

5.03 If a nurse left the health and social services sector or other employment as a nurse more than five (5) but less than ten (10) years ago, she/he is classified in accordance with the provisions of clause 5.02 at the end of her/his probation period. However, she/he cannot be classified higher than the second-last step on the salary scale.

If a nurse left the health and social services sector or other employment as a nurse more than ten (10) years ago, the employer takes into account the nurse's valid experience for reclassification purposes once the probation period is completed.

5.04 In calculating the experience of a nurse working on a part-time basis, each day of work is equal to 1/225th of a year of experience if she/he is entitled to twenty (20) days of annual vacation, to 1/224th of a year of experience if she/he is entitled to twenty-one (21) days of annual vacation, to 1/223rd of a year of experience if she/he is entitled to twenty-two (22) days of annual vacation, to 1/222nd of a year of experience if she/he is entitled to twenty-three (23) days of annual vacation, to 1/221st of a year of experience if she/he is entitled to twenty-four (24) days of annual vacation, and to 1/220th of a year of experience if she/he is entitled to twenty-five (25) days of annual vacation.

5.05 Notwithstanding paragraphs 5.01, 5.02, 5.03 and 5.04, nurses presently in the service of the employer and those hired in future cannot be credited with experience acquired in 1983 for purposes of classification on the salary scale.

5.06 When a nurse leaves the job, the employer gives her/him an attestation of experience acquired in his service.

5.07 A nursing assistant or a baby nurse or child nurse who becomes a nurse receives in her/his new job title the salary on the scale for this job title that is immediately higher than the salary she/he received in the job title she/he left.

She/he is then deemed to have the number of years of experience as a nurse corresponding to her/his place on the salary scale for nurses.

ARTICLE 6 POSTSCHOOL STUDIES

6.01 Each recognized program of postschool studies in nursing equivalent to fifteen (15) or more units (credits) but less than thirty (30) units (credits) is equal to one (1) year of service for the purposes of advancement on the salary scale, or, as the case may be, additional remuneration of 1.5% of the salary provided for on the last step of the salary scale.

This provision shall not apply to the activities covered by article 13, "Budgets for the development of human resources and professional practice."

6.02 Each recognized program of postschool studies in nursing equivalent to thirty (30) units (credits) is equal to two (2) years of service for the purposes of advancement on the salary scale or, as the case may be, additional remuneration of 3% of the salary provided for on the last step of the salary scale.

- 6.03** However, in order to be entitled to the additional step on the salary scale mentioned in clauses 6.01 and 6.02, a nurse must be working in her/his specialty. To be entitled to the additional remuneration, the postschool studies must be required by the employer. If the nurse uses more than one university program in her/his specialized field of work, she/he is credited one (1) or two (2) years of service for the purposes of advancing through the steps for each program, as the case may be, or, where applicable, to additional remuneration of a maximum of 6% of the salary provided for on the last step of the salary scale.
- 6.04** When the professional development committee provided for in earlier collective agreements has approved a program of study, nurses who have taken such a program of study retain the privileges related thereto for the purposes of advancement on the salary scale in accordance with clauses 6.01 and 6.02. The employer will continue to recognize existing postschool studies.
- 6.05** However, a nurse who holds a certificate from a nursing college or a bachelor's or master's degree in nursing is credited the number of years of service for the purposes of advancing through the steps mentioned below, regardless of the position she/he may hold:
- a certificate from a college of nursing: two (2) years of service;
 - one successfully completed year of university toward a degree in nursing: two (2) years of service;
 - a bachelor's degree in nursing: four (4) years of service;
 - a master's degree in nursing: six (6) years of service.
- 6.06** A nurse holding one or more diplomas for postschool studies mentioned in clause 6.05 may only benefit from the diploma granting her/him the highest years of service.
- 6.07** A nurse who has a certificate from a college of nursing, a bachelor's degree in nursing or a master's degree in nursing and who works in a service or department in which the employer demands or requires one or more university programs of study for her/his job title is deemed to have this training for the purposes of additional remuneration provided for in clauses 6.01 and 6.02. However, this additional remuneration may not exceed the percentage normally awarded to other nurses for the training required or deemed required.
- 6.08** A nurse who has qualified for additional steps on the salary scale because of postschool studies receives the additional remuneration for the said postschool studies when she/he has completed one (1) or more years of experience at the last step of her/his salary scale and the said postschool studies are required by the employer in accordance with the provisions of clause 6.09.

When a nurse who holds a position for which postschool studies are required cannot benefit from all the years of service for the purposes of advancement to which she/he is entitled for her/his postschool studies because her/his combined experience and postschool studies have already put her/him at the last step of her/his salary scale, this nurse receives additional remuneration of 1.5% of the maximum for her/his salary scale for each step from which she/he can no longer benefit, until the additional remuneration corresponds to the total number of steps to which she/he is entitled for her/his postschool studies without, however, exceeding 6%.

A nurse on the last step solely on the basis of her/his experience is entitled to the additional remuneration for her/his postschool studies when it is required by the employer in accordance with clause 6.09.

6.09 Within six (6) months of the date this collective agreement comes into force, the employer shall decide on the list of programs of postschool studies that he deems are required by service or department and by job title and that entitle a nurse to additional remuneration.

6.10 The list of university programs and their relative value recognized on June 19, 1996 and the programs of study recognized by the Ministère de l'Éducation et de l'Enseignement Supérieur are recognized for the purposes of applying this article.

ARTICLE 7 SALARY PLACEMENT ON THE DATE THE COLLECTIVE AGREEMENT COMES INTO FORCE

Nurses are placed on the new scale on the basis of their experience and postschool studies.

ARTICLE 8 SENIORITY

The following clauses are added to article 12 of the collective agreement.

8.01 Leave without pay for studies does not constitute an interruption of service for seniority purposes. Upon her/his return to work, the nurse regains the rights she/he had before she/he left the position.

8.02 However, in the case of a nurse who has at least four (4) years of service in the health and social services sector at the time of her/his departure, such an absence of at least one (1) year is, for the purposes of calculating seniority and experience, deemed to be one (1) year of service, provided that the nurse remains in the service of a Québec institution as defined by the Act respecting health services and social services (CQLR, c.S-4.2 and amendments) for a period equal to the duration of her/his absence for studies.

8.03 A nurse who fulfilled the conditions described in the preceding clause prior to the date this agreement comes into force qualifies for the same benefit.

ARTICLE 9 CLINICAL ORIENTATION AND TRAINING PREMIUM

An employee holding the job title of nurse (2471 or 2473) or outpost/northern clinic nurse (2491) who takes on the responsibility of providing clinical orientation and initiation for employees and student interns receives an hourly premium equal to five per cent (5%) of the employee's basic salary and, if applicable, the supplement or responsibility premium and additional remuneration stipulated under article 6 of this Appendix, if she/he assumes these responsibilities.

Notwithstanding the foregoing, an employee who holds one of the job titles named in the first (1st) paragraph and who takes on the responsibility of providing clinical orientation and initiation for employees and student interns during more than one-half of her/his shift receives the hourly premium for her/his full shift.

ARTICLE 10 REASSIGNMENT TO DIFFERENT DUTIES

This article shall replace clauses 7.08 and 7.09 of the collective agreement.

10.01 When a nurse is reassigned to different duties during the same work week, she/he receives the salary for the highest-paid duties, provided that she/he performs those duties for half the normal work week.

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

10.02 A nurse who is reassigned to different duties during the week but who cannot invoke the provisions of the preceding clause receives the salary for the highest-paid duties for the time spent on those duties, provided that she/he performs those duties for a continuous half-day of work.

10.03 The two preceding clauses do not apply when an assistant head nurse or assistant to the immediate superior replaces her/his immediate superior (manager) during the latter's absences.

10.04 When there is no assistant head nurse or assistant to the immediate superior on duty in a service or department, the nurse who temporarily replaces her/his immediate superior (manager) for a continuous period of at least seven-and-one quarter (7 1/4) hours of work is entitled to a salary supplement for that period 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

APPENDIX F

SPECIAL PROVISIONS FOR PROFESSIONALS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement apply to professionals who are employees as defined in clause 1.01 of the collective agreement and who are included in the professional job titles provided for in the collective agreement.

ARTICLE 2 PROVISIONS RELATED TO REMUNERATION

Classification of employees in job titles

- 2.01** Employees in the institution's service on the date this collective agreement comes into force and those hired after that date are classified on that date or the date of their hiring, if later, on the basis of their duties and qualifications in one of the professional job titles stipulated in the list of job titles in accordance with the required responsibilities, qualities and qualifications set out in the job descriptions.
- 2.02** An employee in the institution's service on the date the collective agreement comes into force who was classified in one of the professional job titles appearing in the 2000-2003 collective agreement is deemed to have the minimum qualifications required for that job title.
- 2.03** Within forty-five (45) days of the date the collective agreement comes into force, the employer shall specify each employee's job title.

Salary scale placement of employees hired after the date the collective agreement comes into force

(The following clause replaces clause 7.18 of the collective agreement.)

- 2.04** An employee hired after the date the collective agreement comes into force is placed on the step corresponding to her/his years of professional experience, taking into account the provisions of clauses 2.09 through 2.15, if applicable, in accordance with the rules on advancing a step.

An employee without professional experience is placed on the first (1st) step, subject to the provisions of clauses 2.09 through 2.15 inclusively.

Recognition of years of professional experience

- 2.05** One (1) year of valid professional work is equal to one (1) year of professional experience.

For the purposes of applying this clause, part-time employees complete one (1) year of professional experience when they accumulate the equivalent of:

- two hundred and twenty-five (225) days of professional work, if entitled to twenty (20) days of annual vacation;

- two hundred and twenty-four (224) days of professional work, if entitled to twenty-one (21) days of annual vacation;
- two hundred and twenty-three (223) days of professional work, if entitled to twenty-two (22) days of annual vacation;
- two hundred and twenty-two (222) days of professional work, if entitled to twenty-three (23) days of annual vacation;
- two hundred and twenty-one (221) days of professional work, if entitled to twenty-four (24) days of annual vacation;
- two hundred and twenty (220) days of professional work, if entitled to twenty-five (25) days of annual vacation.

2.06 Any fraction of a year recognized under the preceding clause is factored in when determining the date on which the employee advances a step.

2.07 Subject to clauses 2.09 through 2.15 of this article, an employee may not accumulate more than one (1) year of work experience per twelve (12)-month period.

2.08 Notwithstanding clauses 2.05 and 2.06, employees currently in the service of the employer and those hired in future cannot be credited with professional experience acquired in 1983 for the purposes of placement on their salary scale.

Recognition of professional development studies after obtaining an undergraduate university degree

2.09 This section refers to academic training that is relevant to the profession practised by the employee, in addition to an undergraduate university degree.

2.10 One (1) year of successfully completed studies (or its equivalent, thirty (30) credits) in the same discipline as the one mentioned in an employee's job description or in a related discipline is equivalent to one (1) year of professional experience.

2.11 However, a master's degree equivalent to forty-five (45) credits or more but less than sixty (60) credits that is successfully completed in the same discipline as the one mentioned in the employee's job description or in a related discipline is equivalent to one-and-a-half (1^{1/2}) years of professional experience.

2.12 Only the number of years normally required to complete the studies may be taken into account.

2.13 A maximum of three (3) years of education may be credited for the purposes of experience.

2.14 "Undergraduate university degree" means that an employee has completed the course requirements necessary to obtain an undergraduate degree in accordance with the system in effect when the course requirements were completed.

2.15 On the employee's date for advancing a step, she/he is entitled, if applicable, to advance one additional step in accordance with clauses 2.09 through 2.14 inclusive.

When applying clause 2.11, however, in the case of annual advancement, an employee who is entitled to recognition of half (½) a year's experience due to the fact that she/he has successfully

completed a master's degree by her/his regular advancement date advances a step at the end of a period of six (6) months following her/his regular step advancement date. This paragraph has the effect of modifying the employee's regular step advancement date.

Advancing a step

- 2.16** An employee normally remains on a step for six (6) months of professional experience for steps 1 through 8, and one (1) year of professional experience for steps 9 through 17.
- 2.17** Advancement of one step is granted upon satisfactory job performance.
- 2.18** Accelerated advancement of one step is granted in accordance with clauses 2.09 through 2.15 inclusive.
- 2.19** Accelerated advancement of one (1) step is granted to an employee on her/his date of advancement if her/his job performance is deemed exceptional by the employer.
- 2.20** However, no year or fraction of a year of experience earned in 1983 is credited in determining the date on which the employee advances one step.

2.21 Critical care premium

(The following paragraph replaces the first (1st) paragraph of clause 9.15 of the collective agreement).

An employee covered in the following paragraph receives the critical care premium for hours worked in critical care as defined in the second (2nd) paragraph of clause 9.15.

This premium is applicable to employees who hold one of the following job titles:

- audiologist (1254)
- audiologist-speech therapist (1204)
- dietitian-nutritionist (1219)
- human relations agent (1553)
- occupational therapist (1230)
- physiotherapist (1233)
- psychologist (1546)
- social worker (1550)
- speech therapist (1255)

2.22 Special critical care premium

(The following paragraph replaces the first (1st) paragraph of clause 9.16 of the collective agreement).

An employee covered in the following paragraph receives the special critical care premium for hours worked in the services set out in the second (2nd) paragraph of clause 9.16, except for obstetrical units (mother-child).

This premium is applicable to employees who hold one of the following job titles:

- audiologist (1254)
- audiologist-speech therapist (1204)
- dietitian-nutritionist (1219)
- human relations agent (1553)
- occupational therapist (1230)
- physiotherapist (1233)
- psychologist (1546)
- social worker (1550)
- speech therapist (1255)

ARTICLE 3 OVERTIME

The following clauses replace clauses 19.01, 19.02 and 19.10 of the collective agreement.

3.01 All work done in addition to the regular work day or work week is deemed to be overtime.

Any overtime must be worked with the knowledge of the immediate supervisor or her/his replacement. However, in the event of unforeseen circumstances or if the employee cannot reach her/his immediate supervisor or due to the requirements of the work being performed, an employee is remunerated at the overtime rate providing that she/he justifies the overtime work to her/his immediate supervisor or the supervisor's replacement within two (2) working days.

Notwithstanding any local provision to the contrary, if the work must be performed as overtime, the employer, in offering the work, must give priority to full-time employees as well as to available part-time employees who offer and honour full-time availability. This must be done in alternate fashion in order to equitably spread the work among the employees who usually perform this work in the service.

3.02 An employee who does overtime work is remunerated for the number of hours worked, as follows:

- 1- time off in lieu of the overtime worked, within the following fifteen (15) days;
- 2- if the employer is unable to grant the time off in lieu of overtime, the overtime is paid at the straight-time rate.

Notwithstanding the foregoing, the remuneration method for overtime prescribed under clause 19.02 applies to nurse clinicians (Institut Pinel) (1907), nurse clinicians (1911) as well as nurse clinician assistant head nurses and nurse clinicians assistant to the immediate superior (1912) who work in departments that provide care twenty-four (24) hours per day, seven (7) days per week.

The same rules 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 in the employer's service and those hired in future are classified, for salary purposes only, on the basis of the duration of prior work in the same job title or, as the case may be, taking into account valid experience acquired in a comparable job title or another job title, provided that they have not ceased to practise their profession for a period of more than five (5) consecutive years.

Any fraction of a year recognized under the preceding paragraph is factored in when determining the date on which an employee advances one step.

4.02 At the time of hiring, the employer must require that the employee provide an attestation of her/his experience from the employer where this experience was acquired. If the requirement is not given, the employer may not hold a prescribed deadline against the employee. If it is impossible for the employee to provide written proof or an attestation of prior experience, after proving the impossibility of doing so, she/he may make a sworn declaration that then has the same validity as a written attestation.

4.03 If an employee stopped practising her/his profession more than five (5) and less than ten (10) years ago, she/he is then subject to a probation period. At the time of hiring, she/he is entitled to the second (2nd) salary step for her/his class. At the end of the said probation period, the employee is entitled to have her/his years of prior experience recognized, for salary purposes only.

4.04 If an employee stopped practising her/his profession more than ten (10) years ago, she/he is subject to a probation period. At the time of hiring, she/he is entitled to the minimum salary for her/his class. At the end of the said probation period, the employee is entitled to have three-quarters (3/4) of her/his years of prior experience recognized, for salary purposes only.

4.05 Notwithstanding clauses 4.01, 4.02, 4.03 and 4.04, employees who are currently in the service of the employer and those hired in future cannot be credited with experience acquired in 1983 for purposes of classification in their salary scale.

ARTICLE 5 EVALUATION

5.01 Any evaluation of an employee's professional activities must be brought to the employee's attention.

5.02 Any request for information about an employee's professional activities, whether or not she/he is working, is answered by the director of personnel and the department head.

ARTICLE 6 SPECIAL PROVISIONS FOR EMPLOYEES WHOSE NURSING JOB TITLE REQUIRES A UNIVERSITY DEGREE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement apply to employees in the following job titles:

- 1907 Nurse clinician (Institut Pinel)
- 1911 Nurse clinician
- 1912 Nurse clinician, assistant head nurse and 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

6.01 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:

6.02 Salary scale placement of employees hired after the date the collective agreement comes into force

An employee hired after the date the collective agreement comes into force is placed on the step corresponding to her/his years of experience in accordance with article 4 of this appendix, taking into account the provisions of clauses 2.09 through 2.15, if applicable, in accordance with the rules on step advancement.

An employee without experience in one of the job titles covered by this article is placed on the first (1st) step, subject to the provisions of clauses 2.09 through 2.15 inclusive.

6.03 Salary scale placement of employees promoted after the date the collective agreement comes into force

An employee promoted to a position whose job title is stipulated in this article receives the basic salary for this job title that is immediately higher than the one she/he would be paid in the job title she/he is leaving, taking into account, where appropriate, additional remuneration for postschool studies.

An assistant head nurse or assistant to the immediate superior who obtains a position of nurse clinician continues to be paid what she/he was receiving before the promotion (salary plus supplement and, where applicable, additional remuneration for postschool studies), until she/he arrives at a step on her/his new salary scale that provides a salary equal to or greater than the remuneration she/he received before her/his promotion.

6.04 If, in the twelve (12) months following each of the salary-scale increases for nurses, an employee in one of the job titles covered by this article is paid less than what she/he would have received in her/his former job title (taking into account, if applicable, additional remuneration for postschool studies), she/he is paid what she/he would have received in her/his former job title, starting on the date on which her/his salary falls behind and until she/he advances a step on her/his salary scale. However, if that step advancement on her/his salary scale results in a lower

salary than what she/he would have received in her/his former job title, she/he continues to receive the salary for the former job title until her/his next step advancement.

6.05 Reclassification of employees

When a position requiring a bachelor's degree in nursing or a bachelor's degree involving at least two (2) certificates recognized under clause 6.10 of Appendix E has been awarded since January 1, 1983, the employee who was awarded the position is reclassified as a nurse clinician if she/he met that requirement.

The rules for placing such a reclassified employee are those provided in clause 6.03.

6.06 Placement of some nurses in the nurse clinician job title

A community health nurse,¹ an assistant head nurse or a nurse assistant to the immediate superior who obtains a master's degree in nursing, a bachelor's degree in nursing or a bachelor's degree involving at least two (2) recognized certificates in nursing after the date the collective agreement comes into force is classified as a nurse clinician or, if applicable, a nurse clinician assistant head nurse or a nurse clinician assistant to the immediate superior, as of the date she/he obtains her/his degree.

The rules for placing such a reclassified employee shall be those provided in clause 6.03.

6.07 Qualifications for a nurse clinician position

An employee working for an institution in the health and social services sector on May 14, 2006 who had a bachelor of science degree involving at least two (2) certificates eligible in accordance with the provisions of the 2000-2003 collective agreement qualifies to apply for a position as nurse clinician. The same holds true for an employee who was studying for a third (3rd) certificate as part of such a bachelor's degree on May 14, 2006. If an employee who was continuing her/his studies on May 14, 2006 completed or was in the process of completing a second (2nd) certificate as part of a bachelor of science degree, the third (3rd) certificate must be a nursing certificate recognized under article 7, unless she/he already had two (2) recognized nursing certificates.

The employee is responsible for providing copies of diplomas or degrees obtained in order to qualify to apply for such a job in the health and social services sector.

6.08 Qualification for a care counsellor nurse position

An employee working for an institution in the health and social services sector on May 14, 2006 who had three (3) nursing certificates recognized under article 7 qualifies to apply for a position as a care counsellor nurse.

An employee who was in the process of completing a third (3rd) nursing certificate recognized under article 7 on May 14, 2006 also qualifies to apply for a position as a care counsellor nurse. A certificate in administration or management is not, however, a certificate in nursing.

¹ Applies only to nurses working within the framework of a CLSC mission.

The employee is responsible for providing copies of diplomas or degrees obtained in order to qualify to apply for such a job in the health and social services sector.

Recognition of professional development studies after obtaining an undergraduate university degree indicated in the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles)

- 6.09** This section refers to academic training that is relevant to the profession practised by the employee, in addition to the undergraduate university degree indicated in the list of job titles.
- 6.10** “Undergraduate university degree” means that an employee has completed the course requirements necessary to obtain an undergraduate degree in accordance with the system in effect when the course requirements were completed.
- 6.11** One (1) year of successfully completed studies (or its equivalent, thirty (30) credits) in the same discipline as the one mentioned in the employee’s job description or in a related discipline is equivalent to one (1) year of professional experience.
- 6.12** However, a master’s degree equivalent to forty-five (45) credits or more but less than sixty (60) credits that is successfully completed in the same discipline as the one mentioned in the employee’s job description or in a related discipline is equivalent to one-and-a-half (1½) years of professional experience.
- 6.13** Only the number of years normally required to complete the studies may be taken into account.
- 6.14** A maximum of three (3) years of education may be credited for the purposes of experience.
- 6.15** On the employee’s date for advancing a step, she/he is entitled, if applicable, to advance one additional step in accordance with clauses 6.09 through 6.14 inclusive.

When applying clause 6.12, however, in the case of annual advancement, an employee who is entitled to recognition of half (½) a year’s experience due to the fact that she/he has successfully completed a master’s degree by her/his regular advancement date advances a step at the end of a period of six (6) months following her/his regular step advancement date. This paragraph has the effect of modifying the employee’s regular step advancement date.

- 6.16** An employee who holds a master’s degree in the same discipline as the one mentioned in the employee’s job description or in a related discipline when a bachelor’s degree is required receives additional remuneration equal to 1.5% of the salary at the last step of the salary scale when she/he completes one (1) year of experience or more on the last step of the salary scale.

An employee who holds both a master’s degree and a doctoral degree in the same discipline as the one mentioned in the employee’s job description or in a related discipline when a bachelor’s degree is required receives additional remuneration equal to 1.5% of the salary at the last step of the salary scale for each year of experience completed on the last step of the salary scale, up to a maximum of 3%.

An employee who holds a doctoral degree in the same discipline as the one mentioned in the employee’s job description or in a related discipline when a master’s degree is required receives

additional remuneration equal to 1.5% of the salary at the last step of the salary scale when she/he completes one (1) year of experience or more on the last step of the salary scale, up to a maximum of 3%.

ARTICLE 7 RECOGNIZED CERTIFICATES IN NURSING

For the purposes of applying the collective agreement, recognized certificates in nursing are those stipulated below.

This list is composed of undergraduate certificates. The names of the certificates may vary from one university to another, depending on when they are or were offered.

- Nursing: integration and prospects
- Nursing
- Nursing: clinical environment
- Palliative care
- Critical care
- Perioperative nursing
- Nursing: public health
- Community health
- Mental health
- Gerontology
- Social gerontology
- Occupational health and safety
- Addiction
- Youth work: theory and practice
- Early childhood and family: early intervention
- Psychology
- Psycho-social practices
- Family living education
- Adult education
- Human relations and family living
- Health care administration
- Organizational management
- Administration

APPENDIX G

SPECIAL PROVISIONS FOR TECHNICIANS

ARTICLE 1 SCOPE

Unless otherwise amended by this appendix, the provisions of the collective agreement apply to graduate technicians who are employees as defined in clause 1.01 of the collective agreement and who hold one of the job titles stipulated in article 2 of this appendix.

ARTICLE 2 JOB TITLES

The job titles covered by this appendix are the following:

- 2236 - Assistant head medical electro-physiology technician
- 2234 - Assistant head medical technologist
 - Assistant head graduate medical laboratory technician
- 2219 - Assistant head radiology technologist
- 2248 - Assistant head respiratory therapist
- 2232 - Clinical instructor (laboratory)
- 2214 - Clinical instructor (radiology)
- 2247 - Clinical instructor (respiratory therapy)
- 2271 - Cytologist
- 2241 - Electro-encephalography (EEG) technician
- 2224 - Graduate medical laboratory technician
- 2278 - Hemodynamics technologist
- 2286 - Medical electro-physiology technician
- 2251 - Medical records archivist
- 2282 - Medical records archivist (team leader)
- 2223 - Medical technologist
- 2208 - Nuclear medicine technologist
- 2207 - Radio-oncology technologist
- 2244 - Respiratory therapist

- 2212 - Specialized radiology technologist
- 2276 - Technical co-ordinator in medical electro-physiology
- 2227 - Technical co-ordinator (laboratory)
- 2213 - Technical co-ordinator (radiology)
- 2246 - Technical co-ordinator (respiratory therapy)
- 2291 - Transfusion safety technical officer
- 2205 - Radio-diagnosis technologist

ARTICLE 3 PLACEMENT ON THE DATE THIS COLLECTIVE AGREEMENT COMES INTO FORCE

Within forty-five (45) days of the date that the collective agreement comes into force, a technician in the service of the employer on the date the collective agreement comes into force is placed on the salary scale in accordance with the terms set out in article 5 of this appendix.

ARTICLE 4 REASSIGNMENT TO A HIGHER POSITION

A technician who is required by the institution to work temporarily in a higher position receives the salary stipulated for this position during the time that she/he occupies it, if she/he occupies it for at least one regular shift.

ARTICLE 5 CLASSIFICATION ON THE SCALE

A technician covered by this appendix is placed on the salary scale on the basis of her/his prior experience and, where applicable, postschool studies, as established in accordance with article 6.

ARTICLE 6 SALARY SCALE ADVANCEMENT

This article replaces clause 7.21 (Classification and reclassification) of the collective agreement.

If the number of steps on the salary scale allows it, each time an employee completes one (1) year of service in her/his job title, she/he advances to the next step after the one he/she had.

However, the length of time an employee stays at a step if she/he has a ranking of nineteen (19) or higher is six (6) months of service in steps one (1) to eight (8) and one (1) year of service in steps nine (9) to eighteen (18).

For the purposes of applying the previous paragraphs, a part-time employee has completed one (1) year of service when she/he has accumulated the same number of days of work as shown in the table below in relation to the number of vacation days to which she/he is entitled.

Number of working days of annual vacation

20
21
22
23
24
25

Number of days of work required

225
224
223
222
221
220

Days of union leave for part-time employees, except those set out in clauses 6.06 to 6.08 of the collective agreement, are considered work days for the purposes of advancement on the salary scale.

For the purposes of advancing on the salary scale, a part-time employee is credited, for the same job title, with the days she/he has worked in another institution in the sector since January 1, 1990. The employee may ask each of her/his employers, once per calendar year, for a written attestation of the days worked. The experience she/he has acquired will be recognized for the purposes of advancing on the salary scale, as of the date she/he receives said attestation.

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

However, a year or fraction of a year of service so acquired as well as days of work accumulated in 1983 will not be credited when setting the employee's date for advancement on the salary scale.

ARTICLE 7 PRIOR EXPERIENCE AND POSTSCHOOL STUDIES

The following clauses replace article 17 (Years of prior experience) of the collective agreement.

- 7.01** One (1) year of experience equals one (1) year of service for the purposes of advancing through the steps on the salary scale, in accordance with the rules applicable to step advancement. This experience must be acquired in the following manner:
- 7.02** For salary purposes only, technicians are entitled to be classified according to the length of their previous employment, provided, however, that they did not leave the health and social services sector or other work as a technician more than ten (10) years ago.
- 7.03** If a technician left the health and social services sector or other work as a technician more than five (5) years but less than ten (10) years ago, she/he is classified in accordance with the provisions of clause 7.02, at the end of her/his probation period. She/he may not, however, be classified higher than the second-last step on the salary scale.
- 7.04** If she/he left the health and social services sector or other work as a technician more than ten (10) years ago, the employer takes into account the technician's valid experience to reclassify her/him once the probation period is completed.
- 7.05** Notwithstanding clauses 7.01, 7.02, 7.03 and 7.04, employees currently in the service of the employer and those hired in the future cannot be credited with experience acquired in 1983 for purposes of classification in the salary scale.

7.06 The experience of a technician who works part-time is calculated as follows:

Each day of work is equal to 1/225th of a year of experience if she/he is entitled to twenty (20) days of annual vacation, to 1/224th of a year of experience if she/he is entitled to twenty-one (21) days of annual vacation, to 1/223rd of a year of experience if she/he is entitled to twenty-two (22) days of annual vacation, to 1/222nd of a year of experience if she/he is entitled to twenty-three (23) days of annual vacation, to 1/221st of a year of experience if she/he is entitled to twenty-four (24) days of annual vacation and to 1/220th of a year of experience if she/he is entitled to twenty-five (25) days of annual vacation.

7.07 The employer must require that the technician produce a written attestation of her/his acquired experience, to be obtained from the employer at the institution where the experience was acquired.

If the requirement is not given, the employer may not hold a prescribed deadline against the employee.

7.08 If it is impossible for the technician to submit written proof of her/his experience, she/he may, after demonstrating that it is impossible, provide proof of her/his experience by declaring under oath all the relevant details, including the name of her/his employer, the dates of employment and the type of work.

7.09 When a technician leaves the institution, the employer gives her/him an attestation of the experience acquired in his service.

Postschool studies (laboratory)

The provisions set out in Appendix H (Recognition of additional education) apply to employees covered by this appendix.

7.10 A technician holding an Advanced Registered Technologies (ART) certificate in one of the disciplines of clinical chemistry, haematology, histopathology, microbiology, cytology, blood bank, virology, immunology, electron microscopy or cytogenetics, is credited two (2) years of experience for the purposes of step advancement on her/his salary scale. The postschool studies must be related to the specialty in which the employee works.

7.11 A technician who uses more than one ART certificate is credited two (2) years of experience for the purposes of step advancement for each certificate, up to a maximum of four (4) years of experience for all her/his certificates. The postschool studies must be related to the specialty in which the employee works.

7.12 A technician holding a bachelor's degree in medical biology (medical technology option), biochemistry, chemistry or microbiology is credited four (4) years of service for the purposes of step advancement on her/his salary scale.

7.13 A technician holding a certificate (CSMLS) in medical technology is credited four (4) years of service for the purposes of step advancement on her/his salary scale.

7.14 An employee who successfully completes thirty (30) units or credits of a university program of studies at the college or university level in medical biology or radiology is credited two (2) years of service for the purposes of step advancement on her/his salary scale. The postschool studies must be related to the specialty in which the employee works.

7.15 Subject to clause 7.11 of this appendix and clause 2.03 of Appendix H, postschool studies may not be cumulative for the purposes of advancing on the salary scale.

A technician may only benefit from the diploma that gives her/him the most steps.

7.16 This step advancement replaces any weekly salary supplement or premium previously paid for these purposes.

ARTICLE 8 SPECIAL PROVISIONS FOR CLASS "B" TECHNICIANS WHO BECOME TECHNICIANS

A Class "B" technician who becomes a graduate technician receives the salary provided in the salary scale of her/his new job title that is immediately higher than the salary she/he received in the job title that she/he is leaving.

She/he is then deemed to have, as a graduate technician, the number of years of experience corresponding to her/his position on the salary scale for technicians.

ARTICLE 9 CLINICAL ORIENTATION AND INITIATION PREMIUM

An employee holding the job title of respiratory therapist (2244) who takes on the responsibility of providing clinical orientation and initiation for employees and student interns receives an hourly premium equal to 2% of the employee's basic salary and, if applicable, the additional remuneration stipulated under article 2 of Appendix H, if she/he assumes these responsibilities.

Notwithstanding the foregoing, an employee who holds employment under one of the job titles named in the first (1st) paragraph and who takes on the responsibility of providing clinical orientation and initiation for employees and student interns during more than half of her/his shift receives the hourly premium for her/his full 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 in the following paragraph receives the critical care premium for hours worked in the critical care services set out in the second (2nd) paragraph of clause 9.15.

This premium is applicable to employees who hold one of the following job titles:

- assistant head medical electro-physiology technologist (2236);
- assistant head radiology technologist (2219);
- graduate medical laboratory technician (2224);
- hemodynamics technologist (2278);
- medical electro-physiology technologist (2286);

- medical technologist (2223);
- medical imaging technologist in nuclear medicine (2208);
- radiation oncology technician (2218);
- radio-diagnosis technologist (2205);
- social work technician (2586);
- specialized radiology technologist (2212);
- technical co-ordinator (laboratory) (2227);
- technical co-ordinator in medical electro-physiology (2276);
- technical co-ordinator (radiology) (2213).

ARTICLE 11 SPECIAL CRITICAL CARE PREMIUM

(The following article replaces the first (1st) paragraph of clause 9.16 of the collective agreement).

An employee covered in the following paragraph receives the special critical care premium for hours worked in the services set out in the second (2nd) paragraph of clause 9.16, except obstetrical units (mother-child).

This premium is applicable to employees who hold one of the following job titles:

- assistant head medical electro-physiology technologist (2236);
- assistant head radiology technologist (2219);
- graduate medical laboratory technician (2224);
- hemodynamics technologist (2278);
- medical electro-physiology technologist (2286);
- medical technologist (2223);
- medical imaging technologist in nuclear medicine (2208);
- radiation oncology technician (2218);
- radio-diagnosis technologist (2205);
- social work technician (2586);
- specialized radiology technologist (2212);
- technical co-ordinator (laboratory) (2227);
- technical co-ordinator in medical electro-physiology (2276);
- technical co-ordinator (radiology) (2213).

APPENDIX H

RECOGNITION OF ADDITIONAL EDUCATION

ARTICLE 1 SCOPE

The provisions of this appendix shall apply to employees whose job titles require a CEGEP diploma and who are classified in the technicians' group (2000 codes) under the collective agreement, with the exception of employees covered by Appendix E.

ARTICLE 2 POSTSCHOOL STUDIES

2.01 Any successfully completed recognized program of postschool studies that is equivalent to fifteen (15) units (credits) or more but less than thirty (30) units (credits) equals one (1) year of service for the purposes of step advancement on the salary scale or to additional remuneration of 1.5% of the salary at the top step on the salary scale, as the case may be.

This provision shall not apply to the activities covered by article 13, "Budgets for the development of human resources and professional practice."

2.02 Any successfully completed recognized program of postschool studies that is equivalent to thirty (30) units (credits) equals two (2) years of service for the purposes of advancing through the steps on salary scale or to additional remuneration of 3% of the salary at the top step on the salary scale, as the case may be.

2.03 For the purposes of applying clauses 2.01 and 2.02, an employee who uses more than one program of postschool studies in her/his specialty is credited one (1) or two (2) years of service for the purposes of step advancement per program, as applicable, up to a maximum of four (4) years of service for the programs as a whole, or to additional remuneration of 6% of the salary at the top step on the salary scale, as the case may be.

2.04 If the employee holds a recognized bachelor's degree, she/he is credited four (4) years of service for the purposes of step advancement on her/his salary scale or to additional remuneration of 6% of the salary at the top step on the salary scale, as the case may be.

An employee enrolled in a program of studies leading to a bachelor's degree is credited two (2) years of service for the purposes of step advancement on her/his salary scale, or to additional remuneration of 3% of the salary at the top step on the salary scale, as the case may be, once she/he has successfully completed the first thirty (30) units (credits). She/he could be credited two (2) years of service for the purposes of step advancement or to additional remuneration of 3% of the salary at the top step on the salary scale, as the case may be, upon obtaining the bachelor's degree.

2.05 When an employee holds a recognized master's degree, she/he is credited six (6) years of service for the purposes of step advancement on her/his salary scale or to additional remuneration of no more than 6% of the salary at the top step on the salary scale, as the case may be.

- 2.06** To entitle an employee to step advancements as stipulated in the preceding clauses, the postschool studies must be related to the specialty in which the employee works. To entitle an employee to the additional remuneration, the postschool studies must be required by the employer. If an employee uses more than one program of postschool studies in the specialty in which she/he works, she/he is credited one (1) or two (2) years of service for the purposes of step advancement for each program, as applicable, or to additional remuneration of no more than 6% of the salary at the top step on the salary scale, as the case may be.
- 2.07** Subject to clause 2.03, postschool studies stipulated in this agreement that is acquired in addition to the basic course is not cumulative for the purposes of advancing on the salary scale. An employee may only benefit from the diploma granting her/him the highest years of service for the purposes of step advancement.
- 2.08** An employee who has benefited from step advancement for postschool studies receives the additional remuneration for the said postschool studies once she/he has completed one (1) year or more of experience at the top step on her/his salary scale, if the said postschool studies are required by the employer in accordance with the provisions of clause 2.09.

When an employee who holds a position for which postschool studies are required cannot benefit from all the years of service for the purposes of step advancement to which her/his postschool studies would entitle her/him because her/his combined experience and postschool studies already put her/him at the top step on her/his salary scale, the employee receives additional remuneration equal to 1.5% of the maximum salary for her/his salary scale for each step from which she/he can no longer benefit until this additional remuneration corresponds to the total number of steps to which she/he is entitled for her/his postschool studies without, however, exceeding 6%.

An employee who is at the top step solely on the basis of her/his experience is entitled to the additional remuneration for her/his university training when it is required by the employer in accordance with clause 2.09.

- 2.09** For the purposes of applying this article, within six (6) months of the date this collective agreement comes into force, the employer shall decide on the list of programs of postschool studies deemed required, per service or department and job title, to entitle an employee to additional remuneration.

ARTICLE 3 RECOGNIZED POSTSCHOOL STUDIES

The list of university programs of study and their relative value recognized on June 19, 1996, as well as the programs of study recognized by the Ministère de l'Éducation et de l'Enseignement supérieur, are recognized for the purposes of applying this appendix.

APPENDIX I

SPECIAL PROVISIONS FOR EMPLOYEES OF PSYCHIATRIC HOSPITALS AND OTHER RELEVANT ACTIVITY CENTRES

SECTION 1 PSYCHIATRIC HOSPITALS

ARTICLE 1 PREVENTIVE MEASURES

- 1.01** When an employee feels that a beneficiary may present an immediate or potential danger to those around her/him, she/he reports such a fact to her/his immediate supervisor. A written copy of the report is placed in the employee's file.
- 1.02** The authorities immediately take the measures that are necessary in light of the facts related in the employee's report.

ARTICLE 2 ORIENTATION COURSE ON DEALING WITH PSYCHIATRIC BENEFICIARIES

- 2.01** An employee who has taken orientation courses on dealing with psychiatric beneficiaries or equivalent courses receives a certificate attesting to her/his success if she/he passes the examination, 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 she/he does not pass, she/he receives 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 attended fifty per cent (50%) of a course for nurses, nursing assistants, child nurses or baby nurses from a recognized school but who has not completed it may take the examination without being obliged to attend the course. If she/he fails the examination, she/he may, however, register for the course.

Certified or graduate employees in the job titles mentioned in the previous subparagraph are not entitled to the premium. However, employees who already receive it will continue to receive it for the duration of this agreement.

- 2.03** The employer recognizes the courses given by other psychiatric institutions.
- 2.04** The course lasts for a minimum of sixty (60) hours and a maximum of seventy (70) hours.
- 2.05** The course is divided as follows:
- fifty per cent (50%) general nursing care, and
 - fifty per cent (50%) psychiatric nursing care.
- 2.06** Attendance at eighty per cent (80%) of the classes is required in order to take the examination. The examination is oral or written, at the employee's choice. It includes a practical test in all cases.
- 2.07** The written or oral examination is scored on the basis of five hundred (500) points, broken down as follows:
- 200 points for general nursing care;
 - 200 points for psychiatric nursing care;
 - 100 points for course attendance.
- 2.08** Sixty per cent (60%) of the possible points is required in order to pass the examination.
- 2.09** An employee who fails the examination is only entitled to repeat the examination once, at a subsequent session, in accordance with the procedure outlined above. In no case may an employee take the course a second time.

ARTICLE 3 FLOATING DAYS OFF

3.01 On July 1 of each year, a full-time employee working in an institution listed in article 5, or in the psychiatric department or wing of institutions listed in article 4, is entitled to one half-day off per month worked, up to a maximum of five (5) days per year.

For employees who began to work in psychiatry after July 1, 1980, half of these floating days off are credited on January 1 and half on July 1.

For calculation purposes, a covered employee who began to work between the first (1st) and the fifteenth (15th) of the month inclusive is deemed to have worked one (1) month.

3.02 An employee who leaves her/his assignment in a psychiatric setting is paid for all days off thus acquired but not taken, in accordance with the remuneration she/he would receive if she/he were to take the days off at that time.

3.03 A part-time employee is not entitled to these floating days off and instead receives monetary compensation for them equal to 2.2%, applicable on:

- salary, supplements, premiums¹ and the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F or article 2 of Appendix H, paid with each pay;
- the salary that she/he would have received if she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment, paid with each pay;
- the basic salary used to establish maternity, paternity, adoption and protective leave benefits, paid with each pay. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid along with vacation pay.

ARTICLE 4 DEFINITION OF A PSYCHIATRIC DEPARTMENT OR WING

4.01 The provisions in articles 1 and 3 of this section and clause 9.21 of the collective agreement apply to structured psychiatric wings or departments within a hospital mission.

For the purpose of applying this article, a structured psychiatric wing or department is defined as follows: a specially arranged area with personnel assigned to the care and supervision of psychiatric beneficiaries as well as the implementation of structured rehabilitation programs prepared for beneficiaries by the professional staff of the wing or department.

The institutions covered by this article are the following:

BAS-SAINT-LAURENT (01)

- Centre intégré de santé et de services sociaux du Bas-Saint-Laurent:
 - Centre hospitalier régional du Grand-Portage
 - Hôpital régional de Rimouski

¹ Weekend, evening-shift and night-shift premiums, increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

CAPITALE-NATIONALE (03)

- CHU de Québec - Université Laval:
 - Hôpital de l'Enfant-Jésus
 - Hôpital du Saint-Sacrement
 - Centre de pédopsychiatrie-Résidence du Sacré-Cœur
 - Pavillon du Centre hospitalier de l'Université Laval

ESTRIE (05)

- Centre intégré universitaire de santé et de services sociaux de l'Estrie – CHUS:
 - Hôpital de Granby
 - Hôtel-Dieu de Sherbrooke
 - CHUS Hôpital Fleurimont

MONTREAL (06)

- Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:
 - Hôpital Notre-Dame
 - Pavillon Alfred-Desrochers
 - Pavillon Côte-des-Neiges
- Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:
 - Pavillon Rosemont
- Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal:
 - St. Mary's Hospital Center
 - Lakeshore General Hospital
 - Ste. Anne's Hospital
 - Centre hospitalier de soins de longue durée en santé mentale de Lachine

ABITIBI-TÉMISCAMINGUE (08)

- Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:
 - Centre de soins de courte durée La Sarre
 - Hôpital d'Amos
 - Hôpital de Rouyn-Noranda

MONTÉRÉGIE (16)

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

- Hôpital du Suroît

4.02 If, during the life of this agreement, a hospital sets up a psychiatric department or wing, the parties, acting through the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the Canadian Union of Public Employees (CUPE), as well as representatives of the institution concerned, will meet in order to determine whether this department or wing is to be considered a structured department or wing as defined in the first (1st) paragraph of clause 4.01.

ARTICLE 5 DEFINITION OF A PSYCHIATRIC EMERGENCY DEPARTMENT

The provisions of this section also apply to employees who work in a structured psychiatric emergency department in the following hospitals:

CAPITALE-NATIONALE (03):

CHU de Québec-Université Laval:

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

ESTRIE (05):

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

- CHUS-Hôtel-Dieu de Sherbrooke

MONTREAL (06):

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

- Hôpital Notre-Dame

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

- Pavillon Rosemont

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

- St. Mary's Hospital Center

For the purpose of applying this section, a structured psychiatric emergency department is defined as a specially arranged emergency department with staff assigned to the care and supervision of psychiatric patients.

If, during the life of this agreement, a hospital sets up or closes a psychiatric emergency department, the CPNSSS and CUPE, as well as representatives of the hospital concerned, will meet in order to determine whether this emergency department or wing is to be considered a structured psychiatric emergency department as defined above, or is no longer considered as such, as the case may be.

If, during the life of this agreement, a recognized psychiatric hospital ceases to be recognized as such by the Ministère de la Santé et des Services sociaux yet continues to have a psychiatric emergency

department, the CPNSSS and CUPE, as well as representatives of the hospital concerned, will meet in order to determine whether this emergency department or wing is to be considered a structured psychiatric emergency department as defined above.

ARTICLE 6

The provisions of this section apply to employees of Hôpital psychiatrique de Malartic of the Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue, the Institut national de psychiatrie légale Philippe-Pinel, Institut universitaire en santé mentale Douglas of the Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal and the Institut universitaire en santé mentale de Montréal of the Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal.

ARTICLE 7

With the exception of the Institut universitaire de gériatrie de Montréal, the benefits stipulated in this section only apply to employees working in the hospital mission.

SECTION II OTHER COVERED ACTIVITY CENTRES

ARTICLE 8

Employees who provide rehabilitation, care or supervision of beneficiaries and who work in the activity centres or sub-centres listed below, excluding those who work in a psychiatric emergency department and are entitled to the critical care premium prescribed under clause 9.15 of the collective agreement and those targeted by the psychiatry premium stipulated in clause 9.21 of the collective agreement and the floating days off described in clause 3.01 or monetary compensation under clause 3.03 of this Appendix, receive the psychiatry premium described in clause 9.21 of this collective agreement and monetary compensation of 2.2% applicable to:

- the salary, supplements, premiums² and the additional remuneration stipulated in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay cheque;
- the salary the employee would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment, paid with each pay cheque;
- the basic salary on which maternity, paternity and adoption benefits and benefits for protective leave are based. However, the amount calculated while on protective leave is not paid with each pay cheque but is accumulated and paid at the same time as vacation pay.

The relevant activity centres or sub-centres are the following:

- 5940 Support in the community for people suffering from a serious mental illness
- 5941 Intensive follow-up in the community

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

- 5942 Variably intensive follow-up in the community
- 6280 Mental health day hospital
- 6281 Child psychiatry day hospital
- 6282 Adult mental health day hospital
- 6330 Secondary and tertiary mental health evaluation and treatment services
- 6331 Secondary and tertiary mental health evaluation and treatment services
 - Youth
- 6332 Secondary and tertiary mental health evaluation and treatment services
 - Adults

APPENDIX J

SPECIAL PROVISIONS FOR INTEGRATION CARRIED OUT IN ACCORDANCE WITH SECTIONS 130 TO 136 OF THE ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY (CQLR, c. S.-2.1)

ARTICLE 1 SCOPE

The provisions of this agreement apply to an employee who is integrated, unless otherwise amended by this appendix.

A) Voluntary transfers

Newly created positions are not posted and are filled by the employees to be integrated. By virtue of the integration, their appointment may not be challenged.

B) Seniority

The years of service acquired with the original employer are transferred as years of seniority in the institution.

C) Professional experience

An employee's experience deemed relevant by the institution is recognized.

D) Salary

Employees do not suffer any reduction in their hourly rate of pay.

E) Vacation

From the date the employees begin work, the provisions of the collective agreement pertaining to vacations apply to integrated employees.

F) Pension plan

Employees are covered by the Government and Public Employees Retirement Plan from the date they begin work in the institution.

ARTICLE 2 OTHER WORKING CONDITIONS

Integrated employees may not transfer any other working conditions from their original employer.

APPENDIX K

SPECIAL PROVISIONS FOR THE INSTITUT NATIONAL DE PSYCHIATRIE LÉGALE PHILIPPE-PINEL

ARTICLE 1 SCOPE

1.01 Unless otherwise amended by this appendix, the provisions of this collective agreement apply to employees of the Institut national de psychiatrie légale Philippe-Pinel covered by the certification.

1.02 Considering the nature of the clientele and the level of security associated with the Institut national de psychiatrie légale Philippe-Pinel, every employee is concerned by the safety of beneficiaries, visitors and staff. To this end, an employee in a job title provided for in this appendix, with the exception of job title 5323, unit supervising clerk, must intervene, even physically, whenever the situation so requires.

ARTICLE 2 JOB TITLES

An employee who holds one of the following job titles is the subject of articles 3 and 4 of this Appendix:

2473 Nurse (Institut Pinel)

1907 Nurse clinician (Institut Pinel)

2697 Socio-therapist (Institut Pinel)

6500 Pacification and security intervention officer (Institut Pinel)

ARTICLE 3 HOURS OF WORK

Employees in the job titles stipulated in article 2 have a work week of forty (40) hours, including a half (½) hour per day to have a meal at the institution; this half (½) hour is considered to be time worked.

ARTICLE 4 REST PERIODS

Employees in the job titles stipulated in article 2 are not entitled to the rest periods under clause 25.08 of the collective agreement.

ARTICLE 5 MILIEU PREMIUM (PINEL PREMIUM)

A) Eligibility for the various premium levels

An employee who is entitled to a premium covered in this paragraph receives, according to the premium level, a percentage of their hourly salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H. This percentage is determined according to the number of hours paid per fourteen (14) day period corresponding to a pay period, in the following manner:

- = Level 1: seventy (70) hours or more;

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

For the purpose of this paragraph and to determine the applicable level, paid hours are considered. These hours include authorized paid absences but exclude overtime hours, without regard to the services and job titles for which these hours were worked.

A full-time employee for whom the weekly number of hours stipulated for their job title in the list of job titles is less than thirty-five (35) hours is eligible for Level 1 according to the terms of this paragraph, if the employee works the total number of hours stipulated in the employee's job title.

B) Payment of the premium

An employee who is entitled to a premium covered in this paragraph receives the percentage corresponding to the premium level applied to regular hours actually worked, overtime hours, hours of leave that have been authorized and paid, and leave for union work, without loss of pay or for which the employee receives remuneration equal to what the employee would receive if the employee were at work in the units concerned.

C) Prime Pinel

With the exception of employees in psychiatric emergency covered by the critical care premium described in clause 9.15, employees with the following job titles receive a premium for the hours stated in subparagraph B of the present paragraph at the Institut national de psychiatrie légale Philippe-Pinel, under the terms and conditions provided in subparagraph A of the present paragraph:

- 1- for: nurses, nurse clinicians, socio-therapists, unit supervising clerks and pacification and security intervention officers, the covered employee receives a premium corresponding to the percentage associated with the level applicable to the employee:

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

- 2- for: medical imaging technologists in the field of radio-diagnosis, electroencephalography (E.E.G.) technicians, medical electro-physiology technologists, audio-visual technicians, technical pharmacy assistants, service aides, laundry attendants, master plumbers, maintenance mechanics (millwrights), housekeeping attendants, painters, storekeepers, master electricians, labourers, maintenance workers, storeroom attendants, plumbers or pipefitters, stationary engineers, carpenters, Class IV administrative officers, Class III administrative officers, Class II administrative officers, computer technicians and specialized computer technicians, the covered employee receives a premium corresponding to the percentage associated with the level applicable to the employee:

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

The premium in psychiatry and the monetary compensation provided for in clause 9.21 and article 8 of Appendix I do not apply to employees covered by this article.

ARTICLE 6 LIFE INSURANCE AND COMPENSATION INSURANCE

Employees are covered by a one hundred thousand dollar (\$100,000) life insurance policy. The insurance benefit is only paid to her/his legal heirs and successors if the employee dies as a result of an assault committed by a beneficiary while the employee is performing her/his duties. The insurance benefit is not paid if the employee dies as a result of an accident due to serious misconduct on her/his part.

Insurance is subscribed to allow an employee who, in the course of performing her/his duties, suffers an accident caused by an assault committed by a beneficiary, to receive an amount equal to the difference between the compensation provided by the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) and her/his regular salary, for the duration of her/his disability. It is agreed that her/his reserve of sick leave will in no way be reduced in this instance.

This life insurance and compensation insurance is subject, with the appropriate changes, to the conditions set out in the collective agreement reached or to be reached between the Gouvernement du Québec and the public service union representing peace officers.

Note: The application of the provisions in the second (2nd) paragraph of this article and clause 23.31 of the general agreement cannot result in an employee receiving more than 100% of her/his regular salary.

ARTICLE 7 PENSION PLAN

Employees covered by the regulation on the designation of classes of employees and the determination of special provisions applicable to the employees of the Institut Philippe-Pinel (R-9.2, r.2) are governed by the provisions of the pension plan for peace officers in correctional services (PPPOCS).

ARTICLE 8 SALARY INSURANCE PLAN

The provisions of this article apply to employees contributing to the PPPOCS.

The salary insurance plan is amended as follows for employees who become disabled as of February 20, 2003:

8.01 The provisions of paragraph e) of clause 23.29 of the collective agreement are replaced by the following:

- e) At the end of the period of one hundred and four (104) weeks provided in paragraph c) of clause 23.29 of the collective agreement, under the terms of the long-term salary insurance plan an employee is entitled to payment of benefits equal to seventy per cent (70%) of her/his salary, without going beyond the first of the following events:
 - i) the date on which she/he ceases to be disabled;
 - ii) the date on which she/he turns sixty-five (65) years old;
 - iii) the date on which she/he would have thirty-two (32) years of service for the purpose of the PPPOCS if it were not for her/his disability;

- iv) the date on which she/he would be fifty (50) years of age and have thirty (30) years of service for the purpose of the PPPOCS were it not for her/his disability.

The benefits mentioned above are paid by an insurer or a government agency. Premiums payable under the long-term salary insurance plan are not at the employee's expense, notwithstanding any provisions to the contrary provided in the collective agreement for employees eligible for the insurance plan.

8.02 The provisions of paragraph B [disability lasting more than one hundred and four (104) weeks] in clause 23.03 (definition of disability) of the collective agreement are amended by adding the following sub-paragraph:

- 3- As of the start of the forty-ninth (49th) month of disability, if the insurer or government agency refuses to recognize the employee as disabled within the meaning of the definition provided in sub-paragraph 2, the employee is covered by the definition of disability provided in paragraph A [disability of one hundred and four (104) weeks or less].

The provisions of this sub-paragraph do not apply if at the start of the disability the employee:

- a) is sixty-one (61) years of age;
- b) has twenty-eight (28) years of service for the purpose of the PPPOCS;
- c) is forty-six (46) years of age and has twenty-six (26) years of service for the purpose of the PPPOCS.

8.03 As of the start of the forty-ninth (49th) month of disability, a disabled employee covered by the provisions of clause 8.02 is entitled to an amount equal to sixty per cent (60%) of her/his salary, without going beyond the first of the events listed in clause 8.01.

8.04 The insurer or government agency cannot oblige a disabled employee who is 60 years old or older to apply for a PPPOCS retirement pension or a pension payable with an actuarial reduction. However, if the employee does apply, the pension received is taken into consideration by the insurer or government agency in its calculation of the reduction in her/his pension.

ARTICLE 9

9.01 The local labour relations committee provided in section II of article 33 of the collective agreement is also responsible for discussing any issue related to the safety of employees, beneficiaries and visitors.

APPENDIX L

FOUR (4)-DAY WORK WEEK WITH REDUCED WORK TIME

The employee and the employer may agree to implement a four (4)-day work week with reduced work time, provided they respect the following guidelines.

1- For full-time employees, the regular work week is amended as follows:

- a) The regular work week for employees currently working thirty-two-and-one-half (32.5) hours will from now on be thirty (30) hours, distributed over four (4) days of seven-and-one-half (7.5) hours of work.
- b) The regular work week for employees currently working thirty-five (35) hours will from now on be thirty-two (32) hours, distributed over four (4) days of eight (8) hours of work.
- c) The regular work week for employees currently working thirty-six-and-one-quarter (36.25) hours will from now on be thirty-two (32) or thirty-three (33) hours, distributed over four (4) days of eight (8) or eight-and-one-quarter (8.25) hours of work.
- d) The regular work week for employees currently working thirty-seven and a half (37.5) hours will from now on be thirty-three (33) hours, distributed over four (4) days of eight and one quarter (8.25) hours per work day.
- e) The regular work week for employees currently working thirty-eight-and-three-quarters (38.75) hours will from now on be thirty-four (34) or thirty-five (35) hours, distributed over four (4) days of eight-and-one-half (8.5) or eight-and-three-quarters (8.75) hours of work.
- f) The regular work week for employees currently working forty (40) hours will from now on be thirty-five (35) or thirty-six (36) hours, distributed over four (4) days of eight-and-three-quarters (8.75) or nine (9) hours of work.

2- Conversion of days off into premiums

- The maximum number of sick days that can be accumulated annually drops from 9.6 days to five (5) days.
- The number of statutory holidays may be reduced to a minimum of eight (8) days and a maximum of eleven (11) days.
- These days off that are freed up are converted into a premium that is added to the hourly rate for the job title. Depending on the number of days converted, the percentage used to calculate the premium will vary as indicated in the following table:

Converted days	Premium percentage
12.6	4.3
13.6	4.9
14.6	5.5
15.6	6.0

3- Changes resulting from the new schedule

Full-time employees continue to be governed by the rules applicable to full-time employees.

In addition to such benefits as statutory holidays and sick days, which are taken into account for the purposes of calculating the rate of compensation, other benefits to be determined proportionally to the new work schedule are:

- weekly premiums
- floating days off in psychiatry
and
- vacation:

	Old schedule	New schedule
15 years of service or less	20 days	16 days
15 years of service	21 days	16.8 days
16 years of service	22 days	17.6 days
17 years of service	23 days	18.4 days
18 years of service	24 days	19.2 days
19 years of service or more	25 days	20 days

The salary to be taken into account for calculating any benefits, allowances or other is the salary stipulated for the new schedule, including the premium associated with time off converted into premiums, in particular for:

- maternity leave benefits
- salary insurance benefits
- leave with deferred pay

Notwithstanding the previous paragraph, layoff benefits for a full-time employee must be equal to the salary stipulated for her/his job title or, if applicable, her/his off-scale salary at the time she/he is laid off. Evening, night, split-shift, seniority and responsibility premiums, and premiums for inconveniences not actually incurred are excluded from the basis for calculating layoff benefits.

The waiting period for disability benefits is five (5) working days.

For the purposes of qualifying for overtime, the normal work day for a full-time or part-time employee on replacement duty is the one stipulated on the new schedule.

The normal work week for a full-time or part-time employee on replacement duty for the entire week is the one stipulated on the new schedule.

The normal work week for a part-time employee on replacement duty for both types of schedules is the one stipulated in the job title for the five (5)-day schedule.

4- Terms of application

The model chosen in accordance with the provisions of articles 1, 2 and 3 above, as well as its duration and application, must be covered by an agreement between the employee and the employer.

The terms to be agreed upon include in particular:

- a) a minimum of one (1) year's application, renewable;
- b) the possibility for the employee or the employer to opt out after providing sixty (60) days' notice prior to the end of the application;
- c) the possibility for the employee and the employer parties to terminate the agreement at any time by mutual consent;
- d) the possibility of dividing one (1) of the weeks of annual vacation.

The work hours freed up by the application of the model are dealt with according to the local provisions.

5- Any full-time employee covered by this agreement may continue to participate in the pension plan for the portion corresponding to authorized leave without pay, within the framework of the new work schedule. By local agreement, the parties may agree on the terms for paying the employee's and the employer's contributions to the pension plan for the portion corresponding to authorized leave without pay. Should the parties fail to reach an agreement, the employee may pay all premiums and contributions herself or himself.

6- When it is not possible to give access to the four (4) day schedule to all the employees who have volunteered, the employer implements the aforementioned work time arrangement by seniority.

APPENDIX M

REGIONAL DISPARITIES

SECTION I DEFINITIONS

For the purposes of this appendix, the following terms shall be understood to mean:

1.01 1- Dependent:

The spouse or dependent child as defined in article 1 of the collective agreement and any other dependent within the meaning of the Taxation Act (CQLR, c. I-3), provided that the latter resides with the employee. However, for the purposes of this appendix, employment income earned by the employee's spouse does not deprive the spouse of her/his status as a dependent.

Similarly, the fact that a child attends a high school declared to be of public interest in a location other than the employee's place of residence does not deprive the child of her/his status as a dependent if no public high school is accessible in the locality where the employee resides.

The fact that a child attends a pre-school or elementary school declared to be of public interest in a location other than the employee's place of residence does not deprive the child of her/his status as a dependent if no pre-school or elementary school declared to be of public interest and operating in the child's language of instruction (English or French) is accessible in the locality where the employee resides.

Children aged 25 years and younger who meet the following three (3) conditions are also considered dependents:

- 1- The child is a full-time student in a post-secondary educational institution declared to be of public interest and located outside the employee's place of residence, if the employee works within Sector III, IV or V, excluding the localities of Parent, Sanmaur and Clova, or if the employee works in the locality of Fermont;
- 2- During the twelve (12) months preceding her/his program of post-secondary studies, the child was considered dependent within the meaning set forth in this Appendix;
- 3- The employee has provided supporting documents certifying that the child is pursuing a full-time program of post-secondary studies, in the form of proof of registration at the beginning of the session and proof of attendance at the end of the session;

Recognition of the status of dependent as defined in the previous paragraph allows the employee to retain her/his isolation and remoteness premium and the dependent child to benefit from the provisions related to trips out.

However, the transportation expenses allocated to the dependent child and released from other programs are deducted from the benefits related to the dependent child's trips out.

In addition, a child twenty-five (25) years or younger who is no longer considered dependent for the purposes of this paragraph and who is a full-time student in a post-secondary

educational institution declared to be of public interest regains her/his dependent status if she/he complies with conditions 1) and 3) above.

2- Point of departure:

Domicile in the legal sense of the term at the time of hiring, insofar as the domicile is located in a Québec locality. The said point of departure may be changed by agreement between the employer and the employee provided that it is located in a Québec locality.

For an employee already covered by this appendix, the fact that she/he changes employers does not alter her/his point of departure.

1.02 Sectors:

Sector V

The localities of Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujaq, Kangirsuk, Salluit, Tarpangajuk and Umiujaq.

Sector IV

The localities of Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvirnituq, Kuujjuaq, Kuujjuarapik, Whapmagoostui, Schefferville and Kawawachikamach.

Sector III

- The territory north of the fifty-first (51st) degree of latitude including Mistassini, Chisasibi, Oujé-Bougoumou, Radisson and Waswanipi, except Fermont and the localities specified in Sectors IV and V;
- the localities of Parent, Sanmaur and Clova;
- the territory of the Côte-Nord, from Havre-St-Pierre east to the Labrador border, including Anticosti Island.

Sector II

- the municipality of Fermont;
- the territory of the Côte-Nord east of the Rivière Moisie and extending as far as Havre-St-Pierre;
- the Magdalen Islands.

Sector I

- The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

SECTION II AMOUNTS OF PREMIUMS

2.01 An employee working in one of the above-mentioned sectors receives 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 dependents					
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
Without dependents					
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 working in one of these sectors receives this premium in proportion to the hours paid to her/him.

2.03 The amount of the isolation and remoteness premium is adjusted in proportion to the length of the employee's posting in the employer's territory included in any of the sectors described in section I.

2.04 Subject to clause 2.03, the employer ceases to pay the isolation and remoteness premium provided for in this section if the employee and her/his dependents deliberately leave the territory during a paid absence or leave of more than thirty (30) days. However, the isolation and remoteness premium is maintained as if the employee were at work during her/his absences for annual vacation, statutory holidays, sick leave, maternity leave, paternity leave, adoption leave, protective leave or a work accident or occupational disease.

2.05 In the event that both spouses work for the same employer or for two (2) different employers in the public and para-public sectors, only one (1) of the spouses is entitled to the premium applicable to an employee with dependents, if there are one (1) or more dependents other than the spouse. If there is no dependent other than the spouse, each is entitled to the premium applicable to employees without dependents, notwithstanding the definition of the term "dependent" in clause 1.01 of section I of this appendix.

2.06 An employee on maternity, paternity or adoption leave who stays within the territory during her/his leave continues to be entitled to the benefits provided in this appendix.

SECTION III OTHER BENEFITS

- 3.01** The employer assumes the following expenses for any employee recruited from within Québec more than 50 kilometres from the locality in which she/he is called upon to perform her/his duties, provided that the locality is situated in one of the sectors described in section I:
- a) the cost of transportation for the relocated employee and her/his dependents;
 - b) the cost of transporting her/his personal effects and those of her/his dependents up to:
 - two hundred and twenty-eight (228) kg for each adult and each child aged 12 or over;
 - one hundred and thirty-seven (137) kg for each child under 12 years of age;
 - c) the cost of transporting the employee's furniture (including her/his kitchen equipment and utensils), if applicable, other than that provided by the employer;
 - d) the cost of transporting a motor vehicle, if applicable, by road, boat or train;
 - e) the cost of storing the employee's furniture and personal effects, if applicable.
- 3.02** An employee is not entitled to reimbursement of these expenses if she/he breaches her/his contract by working for another employer before the sixty-first (61st) calendar day of her/his stay in the region, unless the union and the employer agree otherwise.
- 3.03** If an employee who is eligible for the provisions of paragraphs b), c) and d) of clause 3.01 decides not to make immediate use of some or all of these provisions, she/he continues to be eligible to use them in the two (2) years following the date her/his assignment begins.
- 3.04** These expenses are payable provided that the employee does not have them reimbursed by another plan such as the federal workforce mobility plan, and provided that her/his spouse has not received an equivalent benefit from her/his employer or from another source, and only in the following cases:
- a) at the time of an employee's first posting: from her/his point of departure to the locality where she/he is posted;
 - b) at the time of a subsequent assignment or transfer at the request of the employer or the employee: from the locality where the employee is posted to another location;
 - c) when the contract is breached or the employee resigns or dies: from the locality where she/he is posted to her/his point of departure; in the case of Sectors I and II; however, these expenses are only reimbursed in proportion to the time worked in relation to a reference period set at one (1) year, except in the case of the employee's death;
 - d) when an employee obtains a leave of absence for studies: from the locality where she/he is posted to her/his point of departure; in this case, the expenses stipulated in section III are also payable to an employee whose point of departure is up to fifty (50) km away from the locality where she/he works.
- 3.05** For the purposes of this section, these expenses are borne by the employer between the employee's point of departure and the locality where the employee is posted, and shall be reimbursed upon presentation of receipts.

In the case of employees recruited from outside Québec, these expenses are borne by the employer, without exceeding an amount equal to the costs of travelling between Montréal and the locality where the employee is assigned to perform her/his duties.

In the event that both spouses work for the same employer, only one (1) shall be entitled to the benefits conferred by this section.

- 3.06** The weight of two hundred and twenty-eight (228) kg stipulated in paragraph b) of clause 3.01 is increased by forty-five (45) kg for each year of service with the employer in the region. This provision covers the employee only.

SECTION IV TRIPS OUT

- 4.01** The expenses arising from the following trips out for an employee and her/his dependents are directly defrayed or reimbursed by the employer to an employee recruited more than fifty (50) kilometres from the locality in which she/he is working:

- a) for localities in Sector III except those listed in the following paragraph, localities in Sectors IV and V, and the locality of Fermont: four (4) trips out per year for an employee without dependents and three (3) trips out per year for an employee with dependents.
- b) for the localities of Clova, Havre-St-Pierre, Parent, Sanmaur and the Magdalen Islands: one (1) trip out per year.

The fact that an employee's spouse works for the employer or for another employer in the public or para-public sector does not entitle an employee to a greater number of trips out paid for by the employer than the number provided for in the collective agreement.

These expenses are borne directly or reimbursed upon presentation of receipts for the employee and her/his dependents, up to the cost of a return air fare for each between the locality to which the employee is posted and the departure point located in Québec, or as far as Montréal.

In the case of trips out granted to an employee with dependents, it is not necessary for a trip out to be taken at the same time by all of the individuals entitled to it. The effect of this, however, must not be to grant the employee or her/his dependents more employer-paid trips out than the number provided for in the collective agreement.

- 4.02** In the cases stipulated in paragraphs a) and b) of clause 4.01, one (1) trip out may be used by a non-resident spouse to visit an employee living in one (1) of the areas listed in clause 1.02.
- 4.03** When an employee or one of her/his dependents must be evacuated on an emergency basis from her/his place of work in any of the localities stipulated in clause 4.01 owing to illness, an accident, or complications related to pregnancy, the employer defrays the round-trip air fare. The employee must prove the necessity of the said evacuation. A certificate from the nurse or the local doctor, or if that is impossible in the locality, a medical certificate from her/his attending physician, is accepted as proof.

The employer also pays the round-trip air fare for the person accompanying the person who is evacuated from her/his place of work.

- 4.04** The employer permits an employee to take a leave of absence without pay when one of her/his dependents must be evacuated on an emergency basis in accordance with clause 4.03, in order to allow her/him to accompany the dependent being evacuated.
- 4.05** An employee who comes from a locality located more than fifty (50) kilometres from the one where she/he is posted and was recruited locally and who was entitled to trips out because she/he lived there with a spouse from the public sector, continues to be entitled to the trips out provided for in clause 4.01, even if she/he loses her/his status as spouse.
- 4.06** Subject to an agreement with the employer on the terms and conditions for recovery, an employee covered by the provisions of clause 4.01 may take a maximum of one (1) trip out in advance, in the event of the death of a close relative living outside the locality where she/he works. For the purposes of this clause, a close relative is defined as a spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, son-in-law and daughter-in-law. In no case, however, can this early trip out grant the employee or her/his dependents more trips out than the number to which she/he is entitled.
- 4.07** Each year, employees entitled to reimbursement of costs for trips out are entitled, on March 1, to annual compensation equivalent to fifty per cent (50%) of the cost incurred for the third (3rd) and fourth (4th) trips out in the previous calendar year. This annual compensation is paid on the pay that covers March 1.

SECTION V REIMBURSEMENT OF EXPENSES IN TRANSIT

- 5.01** The employer reimburses an employee for expenses incurred in transit (meals, taxis and lodging, if necessary) for herself or himself and her/his dependents, at the time the employee is hired and when she/he takes any trip out provided for in the collective agreement, upon presentation of receipts, provided that these expenses are not borne by a carrier.

Such expenses are limited to the amounts stipulated in article 27 (Travel allowances) or, failing that, are determined in accordance with the policy set by the employer for all employees.

SECTION VI DEATH OF AN EMPLOYEE

- 6.01** In the event of the death of an employee or any of her/his dependents, the employer pays transportation costs for repatriating the mortal remains. In addition, the employer reimburses the dependents for expenses incurred for return travel between the locality of the employee's posting and a place of burial in Québec.

SECTION VII TRANSPORTATION OF FOOD

- 7.01** An employee who cannot provide for her/his own food supplies in Sectors V and IV in the localities of Oujé-Bougoumou, Chisasibi, Radisson, Mistassini and Waswanipi because there are no sources of supplies in her/his locality is entitled to payment of the cost of transporting food, for up to the following quantities:
- seven hundred and twenty-seven (727) kg per year per adult and per child aged 12 or older;
 - three hundred and sixty-four (364) kg per year per child under 12.

This benefit is granted according to one of the following formula:

- a) either the employer takes responsibility for transporting the food from the most accessible or most economical source of supply as far as transportation is concerned, and pays the cost directly;
- b) or the employer pays the employee an allowance equal to the cost that would have been incurred under the first formula.

7.02 An employee who is entitled to reimbursement of transportation costs for food as provided for in clause 7.01 is entitled annually on March 1, to additional compensation of sixty-six per cent (66%) of the cost incurred for the transportation of food for the preceding calendar year.

SECTION VIII VEHICLE AT AN EMPLOYEE'S DISPOSAL

8.01 In all localities in which private vehicles are forbidden, local arrangements may be made to put vehicles at the disposal of employees.

SECTION IX HOUSING

9.01 The obligations and practices associated with the employer supplying the employee with housing at the time of hiring are only maintained in the localities where they already exist.

9.02 The rents charged to employees who are entitled to housing in Sectors V, IV and III and in Fermont are maintained at their December 31, 1989 rate.

9.03 At the union's request, the employer explains the grounds on which housing is allocated. Similarly, at the union's request, the employer informs the union of existing maintenance measures.

SECTION X RETENTION PREMIUM

An employee who works in Sept-Îles (including Clarke City) and Port-Cartier receives a retention premium of 8% of her/his annual salary.

SECTION XI PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS

The employer agrees to renew the agreements on trips out for employees hired from less than fifty (50) kilometres away from Schefferville and Fermont, for all employees entitled to them on December 31, 1989.

APPENDIX N

SPECIAL PROVISIONS FOR EMPLOYEES WHO HOLD FULL-TIME POSITIONS ON STEADY NIGHT SHIFTS

These provisions apply to employees who, on the date this collective agreement is signed, hold a full-time position on a steady night shift and are entitled to one (1) weekend of three (3) consecutive days off per two (2) weeks.

- 1.01** An employee who is entitled to one (1) weekend of three (3) consecutive days off per two (2)-week period continues to be entitled to this additional paid day off.
- 1.02** However, for any absence for which the employee receives remuneration, allowances or benefits, her/his salary¹ or, as the case may be, the salary¹ used as a reference to determine such allowances or benefits, is reduced for the duration of said absence by the percentage of the night-shift premium that would apply to the employee in accordance with paragraph 2 of clause 9.06 of the collective agreement.

The above paragraph does not apply for the following absences:

- a) statutory holidays;
- b) annual vacation;
- c) maternity, paternity or adoption leave;
- d) absence for disability, from the eighth (8th) working day on;
- e) absence for an employment injury recognized as such under the provisions of the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001).

- 1.03** When the conversion of the night-shift premium into time off results in more than twenty-four days off, the employee is paid, no later than December 15 of each year, an amount corresponding to the number of unused days over and above twenty-four (24) days, calculated as follows:

$$\text{Number of days over 24 days} \quad \times \quad \left[\frac{\text{Number of days worked during the reference year}}{204^2} \right]$$

In the first (1st) year of implementation, this amount is reduced according to the number of days between the date this collective agreement came into force and November 30, 2021, divided by 365 days.

¹ Salary: Salary means the basic salary plus, when applicable, supplements, responsibility premiums and the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

² When the employee has more than twenty (20) days of annual vacation, the two hundred and four (204) number is reduced by the number of days over twenty (20).

Should an employee leave the position or change status or work shift, the amounts due, if any, are calculated using the above formula and taking into account the number of days worked between December 1 and the date of departure, change of status or work shift, as applicable.

- 1.04** An employee covered by this appendix may resume a full schedule of work in accordance with the terms to be agreed on between the employer, the union and the employee.
- 1.05** An employee who is entitled to paid time off under the terms of this appendix keeps her/his status as a full-time employee.
- 1.06** An employee covered by this appendix is not entitled to the night-shift premium provided for in paragraph 2 of clause 9.05 except when she/he works overtime on the night shift.

APPENDIX O

SPECIAL PROVISIONS FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND ASSESSMENT OF REPORTS OF ABUSE OR NEGLECT

ARTICLE 1 SCOPE

The provisions of this appendix apply to employees assigned to the supervision or rehabilitation of young people placed in closed custody under the Youth Criminal Justice Act (S.C. 2002, c.1) or in units where an intensive supervision program is implemented, and to employees involved in psycho-social intervention who regularly assess reports of abuse or neglect received under the Youth Protection Act (CQLR, c. P-34.1) as a substantial part of their work.

Employees covered by the appendix on the special premium for reception centre employees working in a security setting in the 95-98 collective agreement for rehabilitation centres, and who continue to perform the same duties, are covered by this appendix.

ARTICLE 2 FLOATING DAYS OFF

2.01 As of the date the collective agreement is signed, a full-time employee is entitled on July 1 of each year to one half-day off for each month worked, up to a maximum of five (5) days per year.

2.02 An employee who leaves the assignment entitling her/him to this leave is paid for all the days off that she/he has accumulated but not used, in accordance with the remuneration she/he would receive if she/he were to take the days off at that time.

2.03 A part-time employee is not entitled to take these floating days off and instead receives monetary compensation for them equal to 2.2%, paid with each pay and applicable on:

- salary, supplements, premiums¹ and the additional remuneration provided for in article 4 of Appendix C, article 6 of appendix E, article 6 of Appendix F and article 2 of Appendix H;
- the salary that she/he would have received if she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment;
- the basic salary used to establish maternity, paternity, adoption and protective leave benefits. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid along with vacation pay.

ARTICLE 3 INSTITUTIONS COVERED

3.01 For closed custody, these provisions shall apply to rehabilitation centres covered by the law.

The institutions are the following:

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

Unités de réadaptation Rimouski:
Unité Le Quai

¹ Weekend, evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

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

Point de service Val-du-Lac:
Avant-garde
Escale

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

Unité Northview
Unité Jeanne-Sauvé
Unité Dara

3.02 These provisions apply to employees who assess reports within the child and youth protection centre mission, and those who work in intensive supervision units in the rehabilitation centres for maladjusted youth mission, who are covered by this appendix.

APPENDIX P

SPECIAL PROVISIONS FOR EMPLOYEES WORKING IN SPECIFIC UNITS

ARTICLE 1 SCOPE

This appendix applies to institutions recognized by a health and social services agency and the Ministère de la Santé et des Services sociaux (MSSS) as having to provide care to beneficiaries admitted to specific units.

ARTICLE 2 FLOATING DAYS OFF

2.01 A full-time employee working in a specific unit in one of the institutions listed in article 3 is entitled on July 1 of each year to one half-day off for each month worked, up to a maximum of five (5) days per year.

2.02 An employee who leaves her/his assignment in a specific unit is paid for all the days off that she/he has accumulated but not used, in accordance with the remuneration she/he would receive if she/he were to take the days off at that time.

2.03 A part-time employee is not entitled to take these floating days off and instead receives monetary compensation for them equal to 2.2%, applicable on:

- salary, supplements, premiums¹ and the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay;
- the salary that she/he would have received if she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment, paid with each pay;
- the basic salary used to establish maternity, paternity, adoption and protective leave benefits, paid with each pay. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid along with vacation pay.

ARTICLE 3 INSTITUTIONS COVERED

The following institutions are covered by the provisions of this appendix:

ESTRIE (05)

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

- Hôpital et centre d'hébergement Argyll

MONTRÉAL (06)

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

¹ Weekend, evening-shift and night-shift premiums, increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

- Centre d'hébergement Armand-Lavergne
- Centre d'hébergement des Seigneurs
- Centre d'hébergement Émilie-Gamelin
- Centre d'hébergement Yvon-Brunet

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

- Centre d'hébergement Jeanne-Le Ber
- Centre d'hébergement Pierre-Joseph-Triest
- Centre d'hébergement Rousselot

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

- Centre d'hébergement de Lachine

ABITIBI-TÉMISCAMINGUE (08)

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

- CHSLD Macamic

APPENDIX Q

SPECIAL PROVISIONS FOR EMPLOYEES WORKING WITHIN THE CHILD AND YOUTH PROTECTION MISSION OR THE REHABILITATION CENTRES FOR MALADJUSTED YOUTH MISSION

ARTICLE 1 SCOPE

The provisions of this collective agreement apply to employees working within the child and youth protection mission or the rehabilitation centres for maladjusted youth mission, unless otherwise amended by this appendix.

ARTICLE 2 REMUNERATION

Article 7 of the collective agreement is amended by adding the following provisions:

- 2.01** At the end of thirty (30) days after being awarded a vacant or newly created position, an employee is deemed to hold this new position with all the related benefits.
- 2.02** Since the first step for social aide corresponds to eleven (11) years of education, one additional step per additional year of education is granted up to a maximum of two (2) additional steps.
- 2.03** An employee with the job title of social aide who is enrolled in a social work technician CEGEP course recognized by the Ministère de l'Éducation et de l'Enseignement supérieur is entitled to one additional step on the salary scale for her/his job title.
- 2.04** A social aide who obtains a social work technician diploma is classified at the step on the salary scale for social work technicians corresponding to the salary immediately higher than the one she/he was receiving or, if it is more advantageous for the employee, the step corresponding to her/his years of relevant experience and the provisions of clauses 2.02 and 2.03.

ARTICLE 3 LIABILITY INSURANCE

Clause 32.02 of the collective agreement is amended by adding the following paragraph:

An employee who is summoned to act as an expert witness in a court case is authorized to take the necessary time off work and does not suffer any reduction in pay. However, as soon she/he receives compensation for her/his time as an expert witness, the employee undertakes to remit such compensation to the institution.

ARTICLE 4 REPLACEMENT TEAM

Clause 15.01 of the collective agreement is amended by adding the following provision:

Employees on the replacement team are assigned by reverse seniority and work in comparable positions.

ARTICLE 5 STUDY INCENTIVE PREMIUM

The following article applies to employees who on June 30, 2003, were covered by the 2000-2003 CUPE-CPEJ collective agreement.

Each time a full-time employee in the service of the employer on the date this collective agreement comes into force successfully completes fifteen (15) units (credits) towards a CEGEP diploma in special care counselling (social work technician) or social work while employed, she/he receives a study incentive 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 (\$)
618.00	635.00	652.00	668.00	691.00

Each time an employee in the job titles of social aide, social work technician or contributions technician successfully completes thirty (30) units (credits), she/he advances one (1) additional step on her/his salary scale.

Moreover if, after earning some or all of the fifteen (15) units (credits), an employee is entitled to one (1) additional step, she/he cannot receive the study incentive premium stipulated in the preceding paragraph.

This premium can only be paid once for the same units (credits) earned.

Equivalencies and exemptions granted are not taken into consideration.

APPENDIX R

SPECIAL PROVISIONS FOR EMPLOYEES WORKING IN PRIVATE INSTITUTIONS UNDER AGREEMENT

ARTICLE 1 SCOPE

The provisions of this agreement apply to employees working in private institutions under agreement insofar as they are not otherwise amended by this appendix.

ARTICLE 2 CONTRACTING-OUT

Article 2 of this appendix replaces article 29 of the collective agreement.

Any contract between the employer and a third party that directly or indirectly takes away some or all of the duties performed by employees covered by the certification commits the employer to the union and employees as follows:

- 1- To advise the third party of the existence and content of the certification and the collective agreement.
- 2- To not proceed with any layoffs, firings or dismissals arising directly or indirectly from such a contract.
- 3- Any change in the working conditions of an employee affected by such a contract must be made in accordance with this agreement's provisions on layoffs.

In the case of work performed by the employees in housekeeping, dietary (kitchen and cafeteria) or nursing services, contracts with a third party to be awarded or renewed by the employer must provide that the rates of pay and benefits to be granted to the employees of a subcontractor working on the employer's premises must be comparable overall to market rates paid in the hospital sector for the same job titles.

The rates of pay and benefits of employees of a subcontractor whose pay rates and benefits are determined by collective agreement are presumed to be comparable overall.

ARTICLE 3 PREMIUM

Article 9 of the collective agreement is amended by adding the following provision:

An employee who takes the orientation course on dealing with chronic-care beneficiaries and passes the examination receives 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 (dismissals) of the collective agreement does not apply.

APPENDIX S

SPECIAL PROVISIONS FOR NURSING AND CARDIO-RESPIRATORY CARE EMPLOYEES

Article 1 Scope

1.01 The provisions of this appendix apply to employees in the nursing and cardio-respiratory class of personnel, except for employees in the following job titles: nursing extern, respiratory therapy extern, candidate for admission to the practice of the nursing profession or candidate for admission to the practice of the nursing assistant profession.

These provisions do not, however, apply to employees in institutions where the local parties have decided by agreement to opt out of implementing the process of having every employee hold a position.

This agreement can only apply to groups of job titles that have twenty (20) or fewer full-time equivalent employees (FTEs). The groups are as follows:

- nursing job titles;
- nursing assistant job titles;
- respiratory therapy job titles;
- clinical perfusionists.

An agreement on exemption from the tenure process that was concluded under the 2006-2010 collective agreement remains in force on the condition that the relevant groups of job titles mentioned above are composed of at least twenty (20) or fewer FTE employees. If that number rises to more than twenty (20) in one of the groups of job titles, the agreement lapses.

1.02 An employee who fulfils one of the following criteria may be exempt from the provisions of this appendix:

- holds a position fulfilling the terms and conditions of this appendix in another institution of the health and social services sector;
- has a teaching position in a recognized educational institution;
- is fifty-five (55) years of age or older;
- pursues full-time studies in a recognized teaching institution in the same discipline as the one mentioned in the employee's job description or in a related discipline.

Article 2 Part-time employee

2.01 This clause replaces the third (3rd) paragraph of clause 1.01 of the collective agreement.

"Part-time employee" means any employee who works fewer hours than the number stipulated for her/his job title. However, a part-time employee, except for externs in nursing or respiratory therapy or candidates for admission to the practice of the nursing profession, holds a position

involving at least fourteen (14) shifts of work per twenty-eight (28) days.¹ A part-time employee who, in exceptionally cases, works the total number of hours stipulated for her/his job title continues to have part-time employee status.

¹ The employer is entitled to a period of six (6) months following the effective date of the collective agreement to proceed with upgrading the positions of part-time employees consisting of a minimum of eight (8) shifts per twenty-eight (28) days to a minimum of fourteen (14) shifts per twenty-eight (28) days, as provided in Section III of Letter of Agreement No. 20.

Article 3 Special measures

- 3.01** An employee affected by a special measure under article 14 of the collective agreement who refuses to choose a position, by bumping or otherwise, or who refuses a transfer, is deemed to have resigned.
- 3.02** An employee affected by a special measure under article 14 who is unable to obtain a position by transfer or bumping is laid off, registered with the national workforce planning service (SNMO) and entitled to the provisions on employment priority (15.02) or job security (15.03).

Article 4 Job security

- 4.01** This clause replaces the first (1st) paragraph of clause 15.02 of the collective agreement.

An employee with fewer than two (2) years of seniority who is laid off is entitled to employment priority in the health and social services sector. Her/his name is placed on the SNMO list and she/he is reassigned in accordance with the procedures set out in article 15 of this agreement.

- 4.02** This paragraph replaces the provisions on the concept of “available position” in clause 15.05 of the collective agreement.

For the purposes of applying this article, a full-time or part-time position is considered available when, in accordance with the provisions on voluntary transfers, none of the applicants, including employees, meets the normal requirements of the job or when, under the provisions on voluntary transfers the position would be filled by a part-time employee with less seniority than an employee covered by clause 15.03 who is registered on the SNMO list.

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

- 4.03** An employee with job security who refuses an offer of a position or retraining without valid reasons is deemed to have resigned.

Article 5 Leave without pay to work in a Northern institution

- 5.01** An employee covered in paragraph g) of article 18.06 who refuses to use the bumping and/or lay-off procedure when possible is deemed to have resigned.

Article 6 Parental rights

- 6.01** The final 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 T

SPECIAL PROVISIONS FOR MEDICAL TECHNOLOGY EXTERNS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement, with the exception of article 18, apply to medical technology externs for the duration of their employment, as stipulated in regulations.

ARTICLE 2 PROBATION PERIOD

A medical technology extern who is rehired or placed in a medical technology job title after her/his externship is 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's seniority accumulated as a medical technology extern is credited if she/he is hired as a medical technologist by the same institution within six (6) months of the end of her/his studies.

ARTICLE 4 LIFE, HEALTH AND SALARY INSURANCE PLANS

The employee does not participate in the life, health and salary insurance plans and receives the employee benefits of a part-time employee who is not covered by the plan.

APPENDIX U

SPECIAL PROVISIONS FOR NURSING OR RESPIRATORY THERAPY EXTERNS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement, with the exception of article 18, apply to nursing and respiratory therapy externs for the duration of their employment, as stipulated in regulations.

ARTICLE 2 PROBATION PERIOD

A nursing or respiratory therapy extern who is rehired or placed in the job title of candidate for admission to the practice of the nursing or respiratory therapy profession is 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's seniority accumulated as a nursing or respiratory therapy extern is credited if she/he is hired as a candidate for admission to the practice of the nursing or respiratory therapy profession by the same institution within six (6) months of the end of her/his studies.

ARTICLE 4 LIFE, HEALTH AND SALARY INSURANCE PLANS

The employee does not participate in the life, health and salary insurance plans and receives the employee benefits of a part-time employee who is not covered by the plan.

APPENDIX V

SPECIAL PROVISIONS FOR EMPLOYEES ASSIGNED TO SOCIAL WORK DUTIES IN RECEPTION CENTRES

The provisions set out in this appendix apply to employees assigned to social work duties in a reception centre.

ARTICLE 1 MEALS

The employer undertakes to ensure that employees assigned to social work duties in reception centres benefit from the same conditions as employees of said reception centres with respect to meals.

APPENDIX W

MEALS PROVIDED TO EMPLOYEES WITH SPECIFIC JOB TITLES

A meal is provided free of charge to employees with any of the following job titles who are required to have their meal with the beneficiaries as part of their duties:

- Educator (2691)
- Pacification and security intervention officer (3547)
- Pacification and security intervention officer team leader (3557)
- Recreation intervention technician (2696)
- Specialized education technician (2686)

APPENDIX X

ATYPICAL SCHEDULES

Upon agreement, the employee and the employer may establish an atypical schedule spanning more hours than a normal work day without exceeding sixteen (16) hours of work. Such an agreement lasts a minimum of one (1) year and is renewable.

Should the agreement pertain to a regular work day of more than twelve (12) hours, the employer will notify the union.

An employee who works on an atypical schedule may under no condition be granted benefits that are superior to those of an employee working on a regular schedule.

When access to the atypical schedule cannot be given to all the volunteering employees, the employer implements the said atypical schedule by seniority.

Terms and conditions

The following provisions are used to adapt the corresponding national provisions provided in the collective agreement:

1- Statutory holidays

On July 1 of each year, statutory holidays are converted into hours according to the following formula:

$$\left(\frac{\text{Number of hours in the regular work week for a full-time position}}{5 \text{ days}} \right) \times 13 \text{ statutory holidays}$$

When an employee is given an atypical schedule after July 1, the number of hours obtained after applying the above formula is reduced by the number of hours corresponding to the statutory holidays already taken by the employee since that date.

For an unpaid leave during which statutory holidays are not accumulated, the number of hours computed according to the formula is reduced by the number of hours corresponding to one (1) regular work day multiplied by the number of statutory holidays that occurred during the leave.

When a statutory holiday is taken, the employee is paid according to the number of hours assigned to a work day on the atypical schedule, and the number of hours computed according to the formula is reduced by the number of hours thus paid.

When a statutory holiday falls on a sick leave lasting no more than twelve (12) months, the employee is paid in accordance with the provisions of clause 20.04, and the number of hours computed according to the formula is reduced by the number of hours corresponding to one (1) regular work day. For full-time employees, the employer withholds enough hours to pay the statutory National Holiday.

2- Other leaves

The leaves listed below are converted into hours according to the following formula:

$$\left[\frac{\text{Number of hours in the regular work week for a full-time position}}{5 \text{ days}} \right] \times \left[\begin{array}{l} \text{Number of hours} \\ \text{provided for in the} \\ \text{collective agreement for} \\ \text{the type of leave in} \\ \text{question} \end{array} - \text{Number of leave days already taken} \right]$$

The relevant leaves are:

- annual vacation;
- floating days off;
- bank of sick leave;
- some forms of leave under parental rights:
 - special leave (clause 22.20);
 - paternity leave (clause 22.21);
 - adoption leave (clause 22.22).

When the leave is taken, the employee is paid according to the number of hours assigned to a work day on the atypical schedule, and the number of hours determined according to the formula is reduced by the number of hours thus paid.

3- Union leave

When the number of hours of leave for union work exceeds the number of hours in the regular work week stipulated for a full-time position divided by five (5) days, the bank of union leaves is reduced by the equivalent in days based on the following formula:

$$\left[\text{Number of hours of leave for union work for the day of the atypical schedule} \right] \div \left[\frac{\text{Number of hours in the regular work week provided for a full-time position}}{5 \text{ days}} \right]$$

4- Salary insurance

The waiting period is established by multiplying the number of hours in the regular work week by seven (7) and then dividing by five (5).

5- Premiums payable per shift

The premiums payable per shift are converted into hourly premiums by dividing them by the number of hours in the regular work week provided for a full-time position divided by (5) days.

6- Weekly premiums and supplements

Weekly premiums and supplements are converted into hourly premiums and supplements by dividing them by the number of hours in the regular work week provided for a full-time position.

7- Rest time

When an employee's work schedule includes a day of between eight (8) and sixteen (16) hours inclusive, the employee is entitled to a prorated number of minutes of rest time, calculated on the basis of thirty (30) minutes of rest per eight (8)-hour day. The minutes of rest time are divided into at least two (2) rest periods.

8- Overtime

For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or the employee replacing her/him is that stipulated by the new schedule. The regular work week for a full-time employee or the employee replacing her/him for the entire time is that stipulated by the new schedule. For an employee doing replacement work on two (2) types of schedule (regular and atypical schedule), the regular work week is that provided for the job title on the regular schedule.

An employee who works overtime may not work more than sixteen (16) consecutive hours.

9- Accumulation of experience in the case of a part-time employee

When the number of hours of work differs from that provided for a regular day of work in the job title, experience for a day of work on an atypical schedule is calculated on the basis of the number of hours worked prorated to the number of hours in a regular day. The employee may not, however, accumulate more than one (1) year of experience in a calendar year.

10- Payment of unused hours

Within one (1) month of the end of the period stipulated in the collective agreement for taking the leave in question, an employee who has not used all the hours of time off converted in application of this appendix is paid for the applicable unused hours that do not constitute one (1) full day of paid time off.

11- Termination of agreement

The employer or the covered employee may terminate the atypical schedule upon sixty (60) days' advance notice.

Notwithstanding the preceding paragraph, the employer and the employee may terminate the atypical schedule at any time if they agree.

APPENDIX Y

SPECIAL PROVISIONS FOR SPECIFIC EMPLOYEES IN THE JOB CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS COVERED BY THE TENURE PROCESS

WHEREAS the parties wish to reduce job insecurity and ensure greater job stability for the personnel working in the institutions of the health and social services network;

WHEREAS the parties wish to maximize the contribution of the personnel working in the institutions of the health and social services network;

WHEREAS the parties wish to foster use of employees to reduce the use of independent workers and overtime;

WHEREAS the parties wish to deliver accessible, continuous, safe and quality care and services to the population;

WHEREAS there is a need to preserve the attractiveness of positions;

WHEREAS the employer continues to have the objective to implement a job structure favouring full-time positions;

A) ARTICLE 1 TERMS OF APPLICATION

The provisions of this appendix apply to employees in the job class of health and social services technicians and professionals who hold the following job titles:

- educator (2691);
- human relations agent (1553);
- job titles working in electro-physiology activity centres;
- job titles working in laboratory activity centres;
- job titles working in medical imaging activity centres (radiology, nuclear medicine and radiation oncology);
- psycho-educator (1652);
- psychologist (1546);
- social worker (1550);
- socio-therapist (Institut Pinel) (2697);
- specialized education technician (2686).

The provisions of this article also apply to employees working with clientele in the youth centre mission.¹

These provisions do not apply to job titles filled by twenty (20) or fewer FTEs within a single bargaining unit.

Employees who fulfil one of the following criteria may opt out of the tenure process:

- pursue full-time studies in a recognized teaching institution in the same discipline as the one mentioned in the employee's job description or in a related discipline;
- hold a position with a schedule consisting exclusively of Saturdays and Sundays;
- hold a position in another institution of the health and social services sector;
- hold a teaching position in a recognized teaching institution;
- be fifty-five (55) years of age or older.

By local arrangement, the parties may agree to add additional exclusion criteria in order to be exempt from the provisions of this Appendix and set forth the terms and conditions applicable to employees covered by the exclusion criteria.

ARTICLE 2 PART-TIME EMPLOYEES

2.01 The following paragraph replaces the third (3rd) paragraph of clause 1.01 of the collective agreement:

"Part-time employee" means any employee who works fewer hours than the number stipulated for her/his job title. However, a part-time employee holds a position involving at least twelve (12) shifts of work per twenty-eight (28) days. A part-time employee who, in exceptional cases, works the total number of hours stipulated for her/his job title continues to have part-time employee status.

¹ Including the director of youth protection (DYP), but excluding the following services: litigation, adoption disclosure and reunification, family mediation and the university system.

APPENDIX Z

SALARY STRUCTURE, RATES AND SCALES IN THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICE CENTRES AND SCHOOL BOARDS AND COLLEGES

Salary rates and scales as at April 1, 2023

Ranking	Steps																		Ranking	Flat rate
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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. Salary rates take into account the general salary increase parameter provided in clause 7.27 A).
2. Flat rates are calculated on the basis of a 33-year career gain.
3. Steps in rankings 1 to 18 are annual steps.
4. Beginning with ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.

Salary rates and scales as at April 1, 2024

Ranking	Steps																		Ranking	Flat rate
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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. Salary rates take into account the general salary parameter increase provided in clause 7.27 B).
2. Flat rates are calculated on the basis of a 33-year career gain.
3. Steps in rankings 1 to 18 are annual steps.
4. Beginning with ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.

Salary rates and scales as at April 1, 2025

Ranking	Steps																		Ranking	Flat rate
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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. Salary rates take into account the general salary parameter increase provided in clause 7.27 C).
2. Flat rates are calculated on the basis of a 33-year career gain.
3. Steps in rankings 1 to 18 are annual steps.
4. Beginning with ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.

Salary rates and scales as at April 1, 2026

Ranking	Steps																		Ranking	Flat rate
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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:

- Salary rates take into account the general salary parameter increase provided in clause 7.27 D). They do not take into account any salary adjustment that results from any application of the adjustment clause under 7.28.
- Flat rates are calculated on the basis of a 33-year career gain.
- Steps in rankings 1 to 18 are annual steps.
- Beginning with ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.

Salary rates and scales as at April 1, 2027

Rankings	Steps																		Rankings	Flat rate
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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:

- Salary rates take into account the general salary parameter increase provided in clause 7.27 E). They do not take into account any salary adjustment that results from any application of the adjustment clause under 7.28.
- Flat rates are calculated on the basis of a 33-year career gain.
- Steps in rankings 1 to 18 are annual steps.
- Beginning with ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.

APPENDIX AA

JOB TITLE RANKINGS

JOB TITLE RANKINGS

Job Title #	Job Title ⁽¹⁾	Ranking ⁽²⁾	Flat Rate
5312	Administrative Officer, Class 1 — Administrative Sector	10 ^a	
5311	Administrative Officer, Class 1 — Clerical Sector	10 ^a	
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	5	
5318	Administrative Officer, Class 4 — Clerical Sector	5	
1109	Administrative Processes Specialist	6	
2101	Administrative Technician	14	
3241	Animal Attendant	4	
1258	Art Therapist	22	
2240	Assistant Head Dietetics Technician	16	
2236	Assistant Head Medical Electro-physiology Technician	17	
2234	Assistant Head Medical Technologist, Assistant Head Laboratory Technician	18	
2489	Assistant Head Nurse or assistant to the immediate superior	21	
2242	Assistant Head of Archives	17	
1236	Assistant Head Physiotherapist	25	
2219	Assistant Head Radiology Technologist	19	
2248	Assistant Head Respiratory Therapist	20	
6387	Assistant Stationary Engineer	4	X
3505	Attendant in a Northern Institution	9	X
1254	Audiologist	23	
1204	Audiologist-Speech Therapist	23	
3245	Audiovisual Attendant	3	
1661	Audiovisual specialist	21	
2258	Audiovisual Technician	12	
3203	Autopsy Attendant	6	
1200	Bacteriologist	22	
6302	Baker/Pastry Cook	7	X
1559	Behavioural Officer	22	
3480	Beneficiary Attendant	9	X
3477	Beneficiary Attendant Team Leader	10	X
1202	Biochemist	22	
1207	Biological and Health Physics Science Specialist	23	
1205	Biomedical Engineer	23	
2277	Biomedical Engineering Technical Coordinator	18	
2367	Biomedical Engineering Technician	15	

Job Title #	Job Title⁽¹⁾	Ranking⁽²⁾	Flat Rate
5130	Braille Production System Operator	5	
2360	Braille Technician	12	
1115	Building Consultant	24	
2374	Building Service Technician	15	
6303	Butcher	7	X
5324	Buyer	11	
6365	Cabinetmaker	10	X
6312	Cafeteria Cashier	3	X
2270	Cardio-respiratory Physiology Technician	14	
1913	Care Counsellor Nurse	23	
1521	Care Evaluation Specialist	22	
6364	Carpenter	9	X
1660	Child Care Worker	20	
3461	Child Nurse/Baby Nurse	12	
3224	Class "B" Technician	9	
6407	Cleaner	4	X
1407	Clinical Activities Specialist	22	
2284	Clinical Cytogenetics Technician	16	
2232	Clinical Instructor (Laboratory)	17	
2214	Clinical Instructor (Radiology)	18	
1917	Clinical Nurse Specialist	24	
2287	Clinical Perfusionist	23	
1573	Clinical Sexologist	23	
1291	Clinical specialist in Laboratory Medicine	28	
2247	Clinical Teacher (Inhalation Therapy)	19	
1234	Clinical Teacher (Physiotherapy)	24	
2275	Communications Technician	12	
1551	Community Organizer	22	
2375	Community Worker	16	
2123	Computer Technician	14	
2102	Contributions Technician	14	
6301	Cook	10	X
6299	Cook's Helper	4	X
1544	Criminologist	22	
2271	Cytotechnologist	16	
1123	Data Processing Analyst	21	
5108	Data Processing Operator, Class I	8	
5111	Data Processing Operator, Class II	5	
2261	Dental Hygienist, Dental Hygiene Technician	16	
3218	Dental Technical Assistant	6	
2262	Dental prosthesis and apparatus technologist	14	
2257	Dietetics Technician	14	
1219	Dietitian-Nutritionist	22	
2363	Dispensing Optician	14	
2356	Documentation Technician	13	
6341	Door Attendant	1	X

Job Title #	Job Title⁽¹⁾	Ranking⁽²⁾	Flat Rate
6409	Draftsman	7	
3687	Education Instructor	8	
1651	Educational Techniques Officer	20	
2691	Educator, Class I	16	
2691	Educator, Class II	16	
6423	Electrical Mechanic	11	
6354	Electrician	10	X
2381	Electrodynamics Technician	13	
2241	Electro-encephalography (EEG) technician	14	
2371	Electro-mechanic Technician	13	
2369	Electronics Technician	14	
6370	Electronics Technician	9	X
6347	Elevator Attendant	2	X
6422	Establishment Guard	8	
1538	Ethics Counsellor	22	
5313	Executive Assistant	12	
1105	Finance Officer	20	
6386	Food Service Attendant	3	X
6317	Food Technician, Class I	9	
6317	Food Technician, Class II	9	
6380	Garage Mechanic	9	X
1540	Genagogist	20	
6388	General Caretaker	9	X
6414	General Helper	3	X
6415	General Helper in a Northern Institution	6	X
1539	Genetic Counsellor	23	
2285	Gerontology Technician	13	
2224	Graduate Medical Laboratory Technician	16	
2333	Graphics Arts Technician	12	
6438	Guard	4	
6340	Hairdresser	5	X
3598	Handicrafts or Occupational Therapy Instructor	8	
2699	Head of Module	18	
3588	Health and Social Services Aide	9	X
3587	Health and Social Services Aide – Team Leader ⁽⁵⁾	10	X
3201	Health Care Technical Assistant	5	
1121	Health Promotion Counsellor	20	
1534	Hearing Deficiencies Training Officer	22	
6355	Heavy Vehicle Driver	6	X
2278	Hemodynamics Technologist	16	
2280	Horticulture Technician	13	
6335	Housekeeping Attendant (Light Duty)	3	X
6334	Housekeeping Attendant(Heavy Duty)	3	X
1553	Humans Relations Officer	22	
2370	Industrial Electricity Technician	13	
2702	Industrial Hygiene Technician	16	

Job Title #	Job Title⁽¹⁾	Ranking⁽²⁾	Flat Rate
3585	Industrial Workshops Instructor	8	X
1244	Information Officer	20	
1106	Institution Counsellor	6	
2379	Instrumentation and Control Technician	14	
2688	Integration Officer, Class I	16	
2688	Integration Officer, Class II	16	
3545	Intervention Officer ⁽⁴⁾	8	
3555	Intervention Officer – Team Leader ⁽⁴⁾	9	
3205	Laboratory or Radiology Technical Assistant	5	
6363	Labourer	4	X
6320	Launderer	4	X
6398	Laundry Attendant	3	X
1114	Lawyer	6	
5321	Legal Secretary	9	
2112	Legal Technician	14	
1206	Librarian	20	
5289	Library Auxiliary	7	
3679	Lifeguard	6	X
2694	Living Unit or Rehabilitation Supervisor	18	
6367	Locksmith	8	X
6353	Machinist (Millwright)	11	X
6373	Maintenance Worker	6	X
1543	Maladjusted Children Counsellor	22	
6356	Master Electrician	12	X
6357	Master Plumber	10	X
2377	Mechanical Fabrication Technician	12	
2286	Medical Electro-physiology Technician	15	
2253	Medical Illustrator	12	
2254	Medical Photographer	12	
2251	Medical Records Archivist	15	
2282	Medical Records Archivist (Team Leader)	17	
5322	Medical Secretary	9	
2223	Medical Technologist	16	
3544	Medico-legal Intervention Officer ⁽⁴⁾	8	
3554	Medico-legal Intervention Officer – Team Leader ⁽⁴⁾	9	
3259	Message Centre Attendant	3	
6360	Millwright	10	X
3465	Neighbourhood or Sector Worker	9	
2208	Nuclear Medicine Technologist	16	
2471	Nurse	19	
2473	Nurse (Institut Pinel)	19	
1912	Nurse Clinical Assistant Head Nurse, Nurse Clinician Assistant to the Immediate Superior	24	
1911	Nurse Clinician	22	
1907	Nurse Clinician (Institut Pinel)	22	
2462	Nurse Educator	19	

Job Title #	Job Title⁽¹⁾	Ranking⁽²⁾	Flat Rate
1916	Nurse Surgical First Assistant	24	
2459	Nurse Team Leader	20	
3455	Nursing Assistant	14	
3445	Nursing Assistant Team Leader	15	
1702	Occupational Hygienist	20	
1230	Occupational Therapist	23	
5119	Offset Duplicator	6	
3449	Operating Room Attendant	6	
3208	Ophthalmology Attendant	6	
1557	Orientation and Mobility Specialist	21	
1656	Ortho-pedagogue	22	
3247	Orthopedic Attendant	7	
2259	Orthoptist	18	
3262	Orthosis and/or Prosthesis Mechanic	10	
2362	Orthosis-Prosthesis Technician	15	
2491	Outpost/Northern Clinic Nurse	22	
3547	Pacification and security intervention officer ⁽⁵⁾	10	
6500	Pacification and Security Intervention Officer (Institut Pinel)	10	
3557	Pacification and security intervention officer – Team Leader ⁽⁵⁾	11	
6362	Painter	6	X
6262	Painting and Maintenance Attendant	6	X
1552	Pastoral Facilitator	20	
2203	Pathology Assistant	15	
1101	Personnel Officer	21	
3212	Pharmacy Technical Assistant	6	
2228	Pharmacy Technician	15	
1228	Physical Educator/Kinesiologist	20	
6418	Physically Handicapped Beneficiaries Transport Attendant	5	X
1233	Physiotherapist	23	
3223	Physiotherapy and/or Occupational Therapy Attendant	7	
2295	Physiotherapy Technologist	16	
6395	Pipe Insulator	6	X
1565	Planning, Programming and Research Officer	22	
6368	Plasterer	5	X
6359	Plumber and/or Pipe-Mechanic	10	X
6344	Porter	3	X
6325	Presser	3	X
2368	Prevention Technician	13	
1104	Procurement Officer	20	
2106	Production Coordinator	10	
3543	Psychiatric Intervention Officer ⁽⁴⁾	8	
3553	Psychiatric Intervention Officer – Team Leader ⁽⁴⁾	9	
1652	Psycho-educator, Psycho-social Rehabilitation Specialist	22	
1546	Psychologist, Human Behaviour Therapist (Reserved Title)	24	
2584	Psycho-social Research Technician	13	

Job Title #	Job Title⁽¹⁾	Ranking⁽²⁾	Flat Rate
2273	Psycho-technician	13	
2466	Quality Assurance and Emergency Medical Services Training Officer	17	
2205	Radio-diagnosis Technologist	16	
2222	Radiology Technologist (Information and Digital Imaging system)	17	
2207	Radiotherapy Technologist	16	
3251	Reception Attendant	5	
3699	Recreation Instructor	7	
2696	Recreation Technician	13	
1658	Recreologist	20	
6366	Refrigeration Machinery Master Mechanic	11	X
6352	Refrigeration Machinery Mechanic	11	X
3462	Rehabilitation Assistant	9	
5187	Research Clerk	9	
6349	Residence Guard	6	X
2244	Respiratory Therapist	18	
1570	Reviser	23	
3229	Senior Orthopedic Attendant	8	
3215	Senior Pharmacy Technical Assistant	9	
3244	Service Aide	3	X
1572	Sexologist	22	
6374	Shoemaker	4	X
2588	Social Aide	14	X
2586	Social Work Technician	16	
1550	Social Worker	22	
1554	Sociologist	19	
2697	Sociotherapist (Institut Pinel)	17	
1560	Specialists in Rehabilitation for the Visually Impaired	21	
2124	Specialized Computer Technician	16	
1124	Specialized Data Processing Analyst	23	
2686	Specialized Education Technician	16	
2218	Specialized Radiation Oncology Technician	17	
2212	Specialized Radiology Technologist	17	
1915	Specialty Nurse Practitioner	28	
1255	Speech Therapist	23	
6383	Stationary Engineer, Class II	10	X
6383	Stationary Engineer, Class III	9	X
6383	Stationary Engineer, Class IV	9	X
3481	Sterilization Attendant	8	
5141	Storekeeper	7	
5117	Storeroom Attendant	4	
3485	Stretcher Bearer	4	
6327	Tailor	4	X
2246	Technical Coordinator (Inhalation Therapy)	19	
2227	Technical Coordinator (Laboratory)	18	

Job Title #	Job Title⁽¹⁾	Ranking⁽²⁾	Flat Rate
2213	Technical Coordinator (Radiology)	18	
2276	Technical Co-ordinator in Medical Electro-physiology	16	
3467	Therapeutic Equipment Attendant	7	
6369	Tinsmith	10	X
1533	Training Officer	21	
2290	Transfusion Safety Clinical Officer	19	
2291	Transfusion Safety Technical Officer	19	
1241	Translator	19	
3204	Transport Attendant	3	
2217	Ultrasound Technician – Independent Practice	18	
3685	Unit and/or Pavilion Attendant	6	X
5323	Unit Supervising Clerk (Institut Pinel)	8	
5320	University Teaching Assistant	11	
6382	Upholsterer	7	X
6336	Vehicle Driver	6	X
1701	Vocational Guidance Counsellor, Counsellor in Supportive Relations	21	
6361	Welder	10	X
1703	Work Adaptability Counsellor	20	

Notes:

- (1) To interpret and apply this Appendix should a disparity arise in the name of a job title, the job title number takes precedence. To find a job title, refer to the list of job titles.
- (2) Rankings for job titles in this Appendix are those noted as of the date of the signature of the collective agreement, without any endorsement from the unions, except those that are the subject of an agreement between the parties. Note that this does not constitute admission with respect to evaluation ratings, but only for rankings.
- (3) Ranking 11 will be applicable no later than April 2, 2025, according to the terms agreed upon by the parties.
- (4) For the date a job title was abolished, refer to the list of job titles.
- (5) For the date a job title was created, refer to the list of job titles.
- (6) Undefined ranking.

APPENDIX BB

INTERN POSITIONS, HEALTH AND SOCIAL SERVICES

Job Title #	Job Title ⁽¹⁾	Job Class	Reference Job Title ⁽²⁾	Adjustment %
1914	Specialty Nurse Practitioner Candidate	0	3-1915	97.5
2204	Candidate for the Practice of Radio-diagnosis Imaging Technologist	1	3-2205	91.0
2206	Candidate for the Practice of Radio-Oncology Technologist	1	3-2207	91.0
2209	Candidate for the Practice of Nuclear Medicine Imaging Technologist	1	3-2208	91.0
2216	Candidate for the Practice of Medical Ultrasound Imaging Technician	1	3-2217	91.0
2283	Candidate for the Practice of Medical Electro-Physiology Technician	1	3-2286	91.0
2485	Nurse on Refresher Period	1	3-2471	90.0
2490	Candidate for the Practice of the Nursing Profession	1	3-2471	91.0
3456	Candidate for the Practice of the Nursing Assistant Profession	1	3-3455	91.0
3529	Nursing Assistant 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, Step 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
6375	Trade Apprentice, Step 2	1		75.0
6375	Trade Apprentice, Step 3	1		77.5
6375	Trade Apprentice, Step 4	1		80.0

1. To interpret and apply this Appendix should a disparity arise in the name of a job title, the job title number takes precedence. To find a job title, refer to the list of job titles.
2. 2 – School service centres and school boards ; 3 – Health and social services ; 4 – Colleges

APPENDIX CC

SPECIAL PROVISIONS APPLICABLE TO EMPLOYEES WORKING IN DETENTION CENTRES

ARTICLE 1 SCOPE

The provisions of this Appendix apply to employees working in detention centres.

ARTICLE 2 FLOATING DAYS OFF

2.01 On July 1 of each year, a full-time employee working exclusively in a detention centre is entitled to one half-day ($\frac{1}{2}$) off per month worked, up to a maximum of five (5) days per year.

2.02 A full-time employee who is no longer covered by this article is paid for all the days off that she/he has accumulated but not used, in accordance with the benefit she/he would receive if she/he were to take the days off at that time.

2.03 An employee who is not covered by clause 2.01 of this Appendix is not entitled to take these floating days off and instead receives monetary compensation for them equal to 2.2%, paid with each pay and applicable on:

- salary, premiums¹ and the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;
- the salary that she/he would have received if she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment;
- the salary used to establish maternity, paternity, adoption and protective leave benefits. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid along with vacation pay.

¹ Weekend, evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

ANNEXE DD

REGARDING COMPRESSED WEEKEND SCHEDULES WITH AN INCREASE IN PREMIUM

1. Scope

An employee in the job class of nursing and cardio-respiratory care working in a department where services are provided twenty-four (24) hours per day, seven (7) days a week may benefit from the present arrangement of working hours.

Employees in the job class of paratechnical, auxiliary services and trades assigned to the rehabilitation, care or supervision of users, and employees in the hygiene and sanitation sector, working in a department where services are provided twenty-four (24) hours a day, seven (7) days per week, may also benefit from the present arrangement of working hours.

When it is not possible to grant access to the compressed weekend schedule with an increase in premium to all employees who volunteer for it, the employer will implement the said arrangement of work time by seniority.

The arrangement of work time is for a minimum period of six (6) months and is renewable.

Notwithstanding the preceding paragraph, an employee who is a full-time or part-time student may benefit from this arrangement of work time for a period of less than 6 months. The period must be adjusted to the requirements of the employee's program of study.

2. Conditions for the application of the work time arrangement

The employee may, after agreement with the employer and according to the needs of the service, benefit from a work schedule of five (5) shifts of twelve (12) hours per day per fourteen (14) day period only between the beginning of the evening shift on Friday and the end of the night shift on Monday, with rotating shifts.

The employee on from this schedule receives a premium equivalent to 16% of his or her basic salary, plus, if applicable, the responsibility supplement or premium and the additional remuneration provided for in Article 4 of Appendix C, Article 6 of Appendix E, Article 6 of Appendix F and Article 2 of Appendix H for days worked on weekends, in addition to the other premiums provided for in the collective agreement applicable to the employee.

On an annual basis, in order to meet the definition of a full-time employee, the employee may request to convert part of the evening, night or weekend premiums and the 16% premium into time off after the use of ten (10) days of annual leave, twelve (12) statutory holidays and three (3) sick leaves for personal reasons. The adjustment of annual leave, statutory holidays and sick leave for personal reasons must be prorated to the duration of the work time arrangement. The employee may also work shifts at the regular rate instead of converting premiums into time off.

3. Termination of agreement

The employer or the covered employee may terminate the work time arrangement upon sixty (60) days' notice. Notwithstanding the preceding paragraph, the employer and the employee may terminate the work time arrangement at any time if they agree.

PART III

LETTERS OF AGREEMENT

LETTER OF AGREEMENT NO. 1

REGARDING THE CREATION OF THE JOB TITLE OF HEALTH AND SOCIAL SERVICES AIDE – TEAM LEADER

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services sociaux undertakes to submit a draft amendment to the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to create the job title of health and social services aide – team leader.

The ranking assigned to this job title is ranking 10, consisting of a flat rate.

No later than within ninety (90) days following the signature of the collective agreement, the parties will work on determining the scores to assign to each of the seventeen (17) sub-factors of the evaluation system for this new job title. Failing an agreement between the parties, the employer will determine them.

The creation of this job title is not subject to the procedure for modifying the list of job titles provided in article 8 of the collective agreement.

LETTER OF AGREEMENT NO. 2

REGARDING THE REHIRING OF RETIRED EMPLOYEES

The provisions of the collective agreement apply to retired employees who are rehired. They are then considered as part-time employees and are governed by the rules applying to part-time employees for the duration of their employment.

Nevertheless, such employees do not participate in the life, health and salary insurance plans, and they receive the employee benefits of a part-time employee who is not covered by these plans, as stipulated in paragraph 3 of clause 7.13 of the collective agreement.

LETTER OF AGREEMENT NO. 3

REGARDING THE PLAN FOR FAMILY-WORK-STUDY BALANCE LEAVE WITH INCOME AVERAGING

ARTICLE 1 DEFINITION

The purpose of the plan for family-work-study balance leave with income averaging (FWSB-IA) is to enable an employee to have her/his salary spread over a set period of time so as to have the benefit of a family-work-study balance leave covered by article 4.

The plan for FWSB-IA leave is not designed to provide benefits when an employee retires, or to defer income tax payments. It is not prescribed for tax regulation purposes.

The plan contains, on the one hand, a period during which an employee contributes, and on the other hand, a period of leave.

ARTICLE 2 DURATION OF THE PLAN

The plan for FWSB-IA leave may be six (6) or twelve (12) months long unless it is extended as a result of the application of the provisions in paragraph g) of article 7. The length of the plan includes the period of leave.

ARTICLE 3 DURATION OF THE LEAVE

The duration of the leave may be one (1) to eight (8) consecutive weeks. These weeks are non-divisible.

ARTICLE 4 CONDITIONS OF ELIGIBILITY TO THE FAMILY-WORK-STUDY BALANCE LEAVE PLAN WITH INCOME AVERAGING

a) Family leave

An employee may request a FWSB-IA leave plan to fulfill obligations relating to the employee's child, spouse, child of her/his spouse, father, mother, spouse of the employee's father or mother, brother, sister, or one of the employee's grandparents due to:

- serious illness or accident;
- end-of-life care;
- death abroad;
- serious disability;
- other reasons agreed upon locally.

b) Study leave

An employee may request a FWSB-IA leave plan to:

- complete an internship in an institution in the health and social services sector;

- complete studies and academic work related to a job title listed in the list of job titles, job descriptions and salary rates and scales in the health and social services sector.

The study leave must be taken during the last weeks of the FWSB-IA leave plan.

To request a FWSB-IA leave plan, an employee must also satisfy the conditions for eligibility stated in article 5.

ARTICLE 5 CONDITIONS FOR ELIGIBILITY

To be eligible for the FWSB-IA leave plan, the employee must meet the following conditions:

- hold a position;
- have completed one (1) year of service;
- submit a written request specifying:
 - the length of participation in the FWSB-IA leave plan;
 - the length of the leave;
 - when the leave is to be taken;
 - the reason for the leave, as provided in article 4.

These details must be agreed upon and recorded in the form of a written contract with the employer that also includes the provisions of the plan.

- provide a supporting document relevant to the request, which must conform to one of the reasons covered in article 4;
- not be on disability leave, leave related to parental rights, leave without pay, leave with deferred pay, or in a work arrangement or four (4)-day work week with reduced work time at the time the contract comes into effect.

ARTICLE 6 RETURN TO WORK

At the end of her/his leave, the employee may resume the position or assignment she/he held at the time of her/his departure if this assignment continues upon her/his return.

The employee may decide unilaterally to end her/his leave with a view to returning to her/his position or assignment. However, the parties may agree locally on the terms and conditions related to the employee's early return, in which case the provisions stipulated in paragraph 1) of article 7 apply.

In all cases, if the position the employee held at the time of her/his departure is no longer available, the employee must use the bumping and/or layoff procedure provided for in the collective agreement.

ARTICLE 7 TERMS OF APPLICATION

a) Salary

For the duration of the plan, the employee receives a percentage of the salary on the applicable salary scale that she/he would be receiving if she/he were not participating in the plan,

including, where applicable, the responsibility premium or supplement and additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H. The applicable percentage is determined according to the following table:

DURATION OF LEAVE	DURATION OF FWSB-IA LEAVE PLAN	
	Six (6) months	Twelve (12) months
One (1) week	96.2%	98.1%
Two (2) weeks	92.3%	96.2%
Three (3) weeks	88.5%	94.2%
Four (4) weeks	84.7%	92.3%
Five (5) weeks	80.8%	90.4%
Six (6) weeks	77.0%	88.5%
Seven (7) weeks	73.2%	86.6%
Eight (8) weeks	69.3%	84.7%

The other premiums are paid to the employee in accordance with the provisions of the collective agreement, providing she/he is normally entitled to them, as if she/he were not participating in the FWSB-IA leave plan. However, the employee is not entitled to these premiums during the period of leave.

During the leave, the employee may not receive any other remuneration from the employer.

b) Pension plan

During a leave of thirty (30) days or less, an employee continues to participate in the pension plan.

In the event of a leave of more than thirty (30) days, an employee may continue to participate in the pension plan provided he/she pays her/his contributions.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the salary she/he would receive if she/he were not participating in the FWSB-IA leave plan. The employee is then credited the eligible service and salary for the period during which she/he participates in the pension plan.

c) Seniority and experience

An employee retains and accumulates seniority and experience during her/his leave.

d) Annual vacation

An employee is deemed to be accumulating service for the purpose of annual vacation during her/his leave.

For the duration of the FWSB-IA leave plan, annual vacation is paid as a percentage of the employee's salary as provided in paragraph a) of article 7.

The employee is deemed to have taken the amount of paid annual vacation to which she/he is entitled, prorated to the length of the leave.

e) Sick leave

An employee is deemed to be accumulating days of sick leave during her/his leave.

For the duration of the FWSB-IA leave plan, days of sick leave, whether they are used or not, are remunerated according to the percentage provided in paragraph a) of article 7.

f) Salary insurance

In the event that a disability occurs during the FWSB-IA leave plan, the following provisions apply:

- 1- If the disability occurs during the leave, it is presumed not to have occurred. If the employee is still disabled at the end of the leave, she/he receives, for as long as she/he is eligible and after having exhausted the prescribed waiting period, salary insurance benefits calculated on the percentage of her/his salary as stipulated in paragraph a) of article 7, in accordance with the provisions of clause 23.29 of the collective agreement. If the date on which the contract is terminated arrives while the employee is still disabled, full salary insurance benefits apply.
- 2- If the disability occurs before the leave has been taken, the employee receives, after having exhausted the prescribed waiting period, salary insurance benefits calculated on the percentage of her/his salary as stipulated in paragraph a) of article 7, 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 is scheduled to begin, this situation amounts to the withdrawal of the FWSB-IA leave plan, and the provisions of paragraph l) of article 7 apply.
- 3- If the employee's disability occurs after the leave, the employee receives, for as long as she/he is eligible and after exhausting the waiting period, salary insurance benefits calculated on the percentage of her/his salary as provided in paragraph a) of article 7, in accordance with clause 23.29 of the collective agreement. If the employee is still disabled at the end of the FWSB-IA leave plan, she/he receives full salary insurance benefits.

g) Leave of absence without pay

If the number of days of leave or absences without pay total five (5) days or less during the FWSB-IA leave plan, the employee has her/his participation in the plan extended for the number of days of leave or absences without pay she/he has during that period.

If the number of days of leave or absences without pay total five (5) days or more during the FWSB-IA leave plan, this situation leads to the withdrawal of the plan, and the provisions of paragraph l) of article 7 apply.

h) Leave with pay

For the duration of the FWSB-IA leave plan, leaves with pay not covered in the letter of agreement will be remunerated according to the percentage of the salary provided in paragraph a) of article 7.

Leaves with pay that occur during the FWSB-IA leave plan are deemed to have been taken.

i) Floating days off

During the leave, an employee is deemed to be accumulating service for the purposes of floating days off.

For the duration of the FWSB-IA leave plan, floating days off are remunerated according to the salary percentage provided in paragraph a) of article 7.

j) Maternity leave, paternity leave, leave for adoption and protective leave

If the maternity leave, paternity leave, leave for adoption or protective leave occurs during the FWSB-IA leave plan, these leaves lead to the withdrawal of the FWSB-IA leave plan, and the provisions of paragraph l) of article 7 apply.

k) Layoff

In the case of an employee who is laid off, the contract ends on the date of the layoff and the provisions in paragraph l) of article 7 apply.

However, an employee with job security as described in clause 15.03 continues to participate in the FWSB-IA leave plan for as long as she/he remains employed, failing which the contract expires on the date of termination of employment, and the provisions in paragraph l) of article 7 apply.

l) Breach of contract due to termination of employment, retirement, withdrawal, or death

- 1- If the leave has been taken, the employee must reimburse, without interest, the salary she/he received during the leave in proportion to the period of time that remains in the plan in relation to the period of contribution.
- 2- If the leave has not been taken, the employee is reimbursed in the amount corresponding to the contributions deducted from her/his salary up to the date of breach of contract (without interest).
- 3- If the leave is underway, the amounts owed by either party are calculated as follows: the amount received by the employee during her/his leave minus the amounts deducted from the employee's salary in fulfilment of her/his contract. If the balance thus obtained is negative, the employer reimburses it (without interest) to the employee; if the balance obtained is positive, the employee reimburses it to the employer (without interest).

m) Dismissal

In the event that an employee is dismissed during the course of the plan, the contract is terminated on the date the dismissal takes effect, and the provisions of paragraph l) of article 7 apply.

n) Recovery of amounts due

In the event of a breach of contract, the amounts due are payable within ten (10) days of the claim. Furthermore, if the employee owes money to the employer, the employer may recover the amounts owed by deducting them from the employee's last pay. If the amount is insufficient, the amount owed becomes a debt owed in total by the employee or her/his heirs within ten (10) days of the date of the notice the employer sends to the last known address. Failing payment, interest at the legal rate is due.

By local agreement, the parties may modify the recovery terms and conditions in this paragraph.

o) Part-time employee

A part-time employee may request to participate in the FWSB-IA leave plan for family or study reasons as defined in article 4.

When the leave is taken upon starting the FWSB-IA leave plan, the salary the part-time employee receives during their leave is based on the number of hours of work scheduled for their position and the percentage applicable according to the length of the leave and the plan chosen, as provided in paragraph a) of article 7 of this letter of agreement. At the end of the leave, the employee reimburses, on each of their salary payments and in equal, interest-free instalments, the salary received during the leave for the remaining time in the FWSB-IA leave plan.

When the leave is taken during the last weeks of the FWSB-IA leave plan, the salary the part-time employee receives during their leave is based on the average number of hours worked, excluding overtime, during the period of contribution provided in the FWSB-IA leave plan.

Benefits provided for in clauses 7.13 of the collective agreement, clause 4.03 and article 9 of Appendix I and clauses 2.03 of Appendix O and 2.03 of Appendix P are calculated and paid on the basis of the salary percentage provided in paragraph a) of article 7.

p) Change of status

An employee whose status changes during her/his participation in the FWSB-IA leave plan may exercise one of the following two (2) options:

- 1- She/he may end her/his contract under the conditions provided in paragraph l) of article 7;
- 2- She/he may continue to participate in the FWSB-IA leave plan and is then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking her/his leave is deemed to still be a full-time employee for the purposes of determining her/his contribution to the FWSB-IA leave plan.

q) Group insurance plans

During a leave of thirty (30) days or less, and subject to the provisions of clause 23.26 of the collective agreement, an employee continues to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums to this effect as though she/he were not participating in the FWSB-IA leave plan, in accordance with the clauses and stipulations of the insurance contract in force.

During a leave of thirty (30) days or more, an employee continues to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums to this effect in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.26 of the collective agreement, her/his participation in the basic health insurance plan is mandatory, and she/he must pay all the necessary contributions and premiums to that effect.

While the plan is in effect, and regardless of the duration of the FWSB-IA leave, the insurable salary is that provided in paragraph a) of article 7. However, an employee may maintain an insurable salary based on the salary that would be paid if she/he were not participating in the plan, by paying the extra part 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 that the residual portion of her/his leave is such that she/he can begin work within thirty (30) days of being awarded the position.

ARTICLE 8 REQUALIFICATION FOR THE FWSB-IA LEAVE PLAN

To submit a new request under the FWSB-IA leave plan, an employee must meet the following two (2) conditions, in addition to the conditions set out in articles 4 and 5:

- 1- During the twelve (12) months preceding the new request, not have received leave without pay for more than thirty (30) days within the meaning of clause 18.02 of the collective agreement;
- 2- A period of twelve (12) months must have elapsed since the end date of the most recent FWSB-IA leave.

By local agreement, the parties may modify the terms and conditions of paragraphs 1 and 2 of this article.

LETTER OF AGREEMENT NO. 4

REGARDING THE PROVINCIAL COMMITTEE ON STRUCTURAL CHANGES IN THE HEALTH AND SOCIAL SERVICES SECTOR

The provincial parties agree to create a committee on problems and issues related to staff transfers resulting from structural changes in the health and social services sector.

The committee's terms of reference are to:

A- become acquainted with and analyze problems submitted by either party in relation to staff transfers resulting from structural changes in the system;

B- make recommendations to the Minister of Health and Social Services.

The committee agrees on the parties' representation and on operating rules.

LETTER OF AGREEMENT NO. 5

REGARDING THE ESTABLISHMENT OF A NATIONAL INTER-UNION COMMITTEE TO INTEGRATE EMPLOYEES FROM INDIGENOUS COMMUNITIES

The parties agree to establish a national inter-union working committee to study the integration of employees from indigenous communities.

COMMITTEE'S MANDATES

The committee's terms of reference are:

- to analyze the cultural issues surrounding the integration of employees from indigenous communities;
- to analyze the issues surrounding remuneration and access to certain job titles;
- to collaborate in researching measures to promote attraction and integration of labour from indigenous communities.

The committee will make recommendations and produce a final analysis for the bargaining parties no later than six (6) months before the expiry of the collective agreement.

The parties may agree to make recommendations to the bargaining parties while the committee work is underway.

COMPOSITION OF THE COMMITTEE

The committee is composed of eleven (11) members designated as follows:

- four (4) representatives of the employer party;
- seven (7) representatives of the union party (one (1) each from the FSSS-CSN, FP-CSN, APTS, SCFP-FTQ, SQEES-298-FTQ, FSQ-CSQ, FIQ and SPGQ).

The parties may call on additional resource persons, as needed.

LETTER OF AGREEMENT NO. 6

REGARDING EMPLOYEES WORKING WITH CLIENTELE WITH SERIOUS BEHAVIOURAL DISORDERS

ARTICLE 1 SCOPE

The provisions of this collective agreement, to the extent that they are not otherwise amended by the current letter of agreement, apply to employees in one of the following job titles:

1- Codes 1000 to 1999:

- Art therapist (1258)
- Audiologist (1254)
- Audiologist-speech therapist (1204)
- Clinical activities specialist (1407)
- Community organizer (1551)
- Criminologist (1544)
- Human relations agent (1553)
- Nurse clinician assistant head nurse or Nurse clinician assistant to the immediate superior (1912)
- Nurse clinician (1911)
- Occupational therapist (1230)
- Speech therapist (1255)
- Physical educator (1228)
- Physiotherapist (1233)
- Psycho-educator, Psycho-social rehabilitation specialist (1652)
- Psychologist, human behaviour therapist (1546)
- Social worker (1550)
- Vocational guidance counsellor, Counsellor in supportive relations (1701)
- Work adaptability counsellor (1703)

2- Codes 2000 to 2999:

- Assistant head nurse or Assistant to the immediate superior (2489)
- Community worker (2375)
- Educator (2691)
- Head of a living or rehabilitation unit (2694)
- Nurse (2471)

- Nurse team leader (2459)
- Social aide (2588)
- Social work technician (2586)
- Specialized education technician (2686)
- Recreation intervention technician (2696)
- Physiotherapy technologist (2295)

3- Codes 3000 and higher:

- Beneficiary attendant (3480)
- Beneficiary attendant team leader (3477)
- Driver (6336)
- Establishment guard (6422)
- Guard (6438)
- Handicrafts or occupational therapy instructor (3598)
- Health and social services aide (3588)
- Industrial workshop instructor (3585)
- Nursing assistant (3455)
- Pacification and security intervention officer (3547)
- Pacification and security intervention officer – team leader (3557)
- Rehabilitation assistant (3462)
- Residence guard (6349)
- Unit or pavilion attendant (3685)

ARTICLE 2 PAID DAY OFF

An employee who holds a full-time position covered by this letter of agreement may convert one portion of the premium described in clause 9.20 into three (3) paid days off per year, except for those employees entitled to floating days off described in Appendices I, O and P.

The terms of application are the following:

- the reference year for accrual purposes is July 1 to June 30;
- the choice of converting part of the premium into a paid day off must be made by the employee no later than thirty (30) days before the beginning of the reference year;
- the paid days off can be taken upon agreement with the employer;
- paid days off that are not taken can be converted to cash at the end of the reference year.

However, an employee who holds a job title in one of the groups of job titles for nursing or nursing assistants or any of the groups of job titles listed below is not entitled to the paid day off:

- Audiologist (1254)
- Audiologist-speech therapist (1204)
- Beneficiary attendant (3480)
- Beneficiary attendant (team leader) (3477)
- Occupational therapist (1230)
- Physiotherapist (1233)
- Psychologist (1546)
- Social worker (1550)
- Speech therapist (1255)

ARTICLE 3 ACTIVITY CENTRES AND SUB-CENTRES

3.01 The provisions of this letter of agreement apply to the following activity centres and sub-centres:

- 5202 Request for intervention with young offenders (YCJA)
- 5203 Method of access (YPA – YCJA – ARHSSS)
- 5400 Assistance and support for youth and families (YPA – YCJA – ARHSSS)
- 5401 Assistance and support for youth and families (YCJA)
- 5402 Assistance and support for youth and families (YPA – ARHSSS)
- 5410 Support for mental health services (ARHSSS)
- 5500 Living unit for youth (YPA – YCJA – ARHSSS)
- 5501 Living unit for youth – open custody (YPA – YCJA)
- 5502 Living unit for youth – closed custody (YPA – YCJA)
- 5503 Living unit for youth - regular (YPA – ARHSSS)
- 5504 Living unit for youth – mental health (YPA – YCJA – ARHSSS)
- 5600 External services (YPA – YCJA – ARHSSS)
- 5860 Youth health (YPA – YCJA – ARHSSS)
- 5917 Psychosocial services for youth in difficulty and their families and Crise-Adolescence-Famille-Enfance program (CAFE)
- 5927 Crisis intervention and follow-up only and UPS – Justice programme: direct intervention in client's presence (excluding telephone intervention)
- 6661 Specific homelessness services
- 6670 Specialized drug addiction services– admitted users
- 6682 External drug addiction services for the following programs only:
 - Alternative treatment;
 - Clinique Cormier Lafontaine;
 - Drug addiction and justice team (Équipe toxico-justice);

- Emergency triage;
- Youth intervention team in YCs.
- 6690 Intervention unit for short drug addiction treatment
- 6946 Institutionalization – Physical disabilities
- 6984 Group homes – Physical disabilities
- 6985 Mental health group homes – Youth 0-17 years
- 6989 Group homes – Youth in difficulty (YPA – YCJA – ARHSSS)
- 7000 Activity day centre
- 7010 Workshop
- 7690 External users transportation
- 7710 Security
- 8022 Rehabilitation for adults – traumatic brain injuries
- 8032 Rehabilitation for children – traumatic brain injuries
- 8054 Adaptation and rehabilitation and mobile intervention team
- 8090 Intensive functional rehabilitation unit

Notwithstanding the above provisions, for activity centres 7690 (external users transportation) and 7710 (security), only covered employees who work directly with clientele with serious behavioural disorders who receive care and services in the above-listed activity centres or sub-centres are entitled to the premium described in clause 9.20.

- 3.02** Only the activity centres and sub-centres that are the subject of a specific authorization of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) in accordance with Schedule 4 of Ministerial Circular 2013-022 are also included by way of this letter of agreement provided that they continue to offer care and services to clienteles with serious behavioural disorders.
- 3.03** If an activity centre or sub-centre code is modified during the term of the collective agreement, the CPNSSS will notify the union and the list will be updated.

LETTER OF AGREEMENT NO. 7

REGARDING EMPLOYEES WHO HAVE TAKEN THE ORIENTATION COURSE ON DEALING WITH BENEFICIARIES

The provisions of this letter of agreement apply to employees working for the following institutions:

- Centre intégré de santé et de services sociaux du Bas-St-Laurent;
- Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal;
- Centre intégré universitaire de santé et de services sociaux de l'Estrie – Centre hospitalier universitaire de Sherbrooke;
- Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal;

An employee who has taken the orientation course on dealing with beneficiaries and passed the examination receives 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

LETTER OF AGREEMENT NO. 8

REGARDING THE NUMBER OF CHILD NURSES/BABY NURSES AND NURSING ASSISTANTS TO BE REGISTERED WITH THE SNMO

The parties agree to the following:

- 1- that the number of child nurses/ baby nurses and nursing assistants with job security who are registered with the national workforce planning service (SNMO) may not exceed sixty-three (63);
- 2- that this limit will remain in effect for the duration of the collective agreement;
- 3- that no employer may proceed with layoffs that result in child nurses/ baby nurses or nursing assistants with job security being registered on the SNMO list if the limit of sixty-three (63) has already been reached;
- 4- in the event that there are fewer than sixty-three (63) child nurses/baby nurses or nursing assistants with job security who are registered with the SNMO, the joint provincial committee on job security will check whether the new registrations raise the number to more than sixty-three (63).

LETTER OF AGREEMENT NO. 9

REGARDING THE SOCIAL REINTEGRATION OF BENEFICIARIES WITH AN INTELLECTUAL IMPAIRMENT OR MENTAL HEALTH PROBLEMS

ARTICLE 1 PURPOSE

- 1.01** This letter of agreement is concluded for the purpose of specifying the provisions applicable to an employee holding a position who is transferred or whose position is abolished as a direct or indirect result of some or all of the beneficiaries being transferred out of an institution as part of a social reintegration program.

This letter of agreement also applies to employees holding a position who are transferred or whose position is abolished following a second social reintegration program in which beneficiaries who have already been moved out of the institution are transferred to another type of residential facility.

- 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 set up one or more multidisciplinary teams for each unit or service that is composed in part of employees working directly with beneficiaries.

- 2.02** The employer consults the multidisciplinary team prior to transferring some or all of the beneficiaries outside the institution.

The multidisciplinary team assesses needs, develops the intervention plan required for each beneficiary and, where applicable, recommends the appropriate type of residential facility for each beneficiary.

- 2.03** The employer promises to take into consideration the recommendations of the multidisciplinary team.

ARTICLE 3 JOB SECURITY, UPGRADING AND RETRAINING

- 3.01** In the case of a social reintegration program that leads to employees being transferred or positions being abolished in an institution, the employer meets with the local labour relations committee before implementing the program in order to discuss the implications of the process for employees covered by this letter of agreement.

- 3.02** The provisions of this article are in addition to those already set out in the collective agreement and apply to all employees holding a position, regardless of their seniority.

- 3.03** Employees are covered by one of the clauses stipulated in article 14 and benefit from the related provisions.

- 3.04** Employees who do not have a job following the application of the bumping procedure are registered on the institution's replacement team.

- 3.05** The provisions stipulated in clause 15.01, those concerning the maintenance of benefits in clause 15.03 and those concerning the reassignment procedure in clause 15.05 apply to such employees.
- 3.06** In such cases, the employer may offer employees an upgrading or retraining program in order to facilitate their reassignment to positions that eventually become available in the institution.
- 3.07** Employees covered by the preceding clauses may refuse to participate in any retraining program offered by the employer that is necessary to perform the duties entrusted to them, provided they have a valid reason. Should an employee not have a valid reason, she/he is deemed to be part of the institution's recall list.
- 3.08** The upgrading or retraining programs are offered free of charge to the employees concerned, and they continue to receive remuneration equal to what they would receive if they were working.
- 3.09** Employees without access to a position under clause 3.06 of this letter of agreement and those who refuse to participate in a retraining program with a valid reason are registered on the SNMO list and benefit from the provisions of clauses 15.05 and 15.17 of the collective agreement.

ARTICLE 4 APPLICATION

- 4.01** Employees who have not been reassigned under the provisions set out in article 3 of this letter of agreement may make special arrangements with the employer for severance pay, early retirement, etc. These arrangements are valid once they are approved by the union in writing.
- 4.02** For the purposes of applying this letter of agreement, employees who are transferred beyond a fifty kilometre (50 km) radius are entitled to a reassignment premium equal to three (3) months' salary and the reimbursement of moving expenses provided for in the collective agreement.

To be entitled to these reimbursements, the employee must move within a maximum of six (6) months of the date she/he starts working in her/his new position.

- 4.03** Any disagreement about the application of this letter of agreement is submitted to the arbitration procedure 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 of the employer's decision in regard to a personalized service plan or intervention plan. The arbitrator must render a decision within five (5) days of receiving the grievance.

The arbitrator's role with regard to article 2 of this letter of agreement is to verify whether the consultation procedure provided for in this article has been validly followed. The arbitrator cannot verify the personalized service plan or intervention plan itself.

If the arbitrator deems that the consultation procedure was not validly followed, the arbitrator orders the employer to meet with the multidisciplinary team and receive its recommendations.

The time limits provided for in this article are mandatory and are included in the process leading to the transfer of beneficiaries outside the institution.

4.04 This letter of agreement cannot be invoked as a precedent.

LETTER OF AGREEMENT NO. 10

REGARDING CERTAIN NURSING ASSISTANTS

A nursing assistant employed by the institution on June 15, 2000 who is entitled to the professional development premium provided for in clause 3.02 of Appendix C of the 1995-1998 CUPE-CHP collective agreement continues to be entitled to it for as long as she/he remains employed in this job title.

LETTER OF AGREEMENT NO. 11

REGARDING OCCUPATIONAL HEALTH AND SAFETY

- 1- The parties agree to set up a provincial occupational health and safety committee within thirty (30) days of signing this letter of agreement.
- 2- The committee is made up of two (2) individuals representing the union and two (2) individuals representing management.
- 3- The parties agree on the committee's terms of reference and its operating rules. Unless the parties agree otherwise, the issues discussed by the committee must not be those discussed within the scope of Letter of Agreement No. 46.
- 4- As part of their committee work, the parties shall explore the possibility of implementing occupational health and safety training for newly hired employees and a method to deploy it to all current employees.

LETTER OF AGREEMENT NO. 12

REGARDING THE JOINT LOCAL INTER-UNION COMMITTEE ON FAMILY-WORK-STUDY BALANCE

The bargaining parties recommend that the local parties establish, by local agreement, a joint inter-union committee on family-work-study balance (FWSB), with the following mandate, if applicable:

- identify FWSB needs by consulting with employees;
- analyze the data collected;
- suggest measures tailored to the needs of employees and the realities of the workplace, and, if applicable, study opportunities to implement these measures through pilot projects.

The local parties will determine the composition, role and operations of the committee.

In the event that a joint inter-union committee on FWSB is not established, the parties, by local agreement, may discuss the above terms of reference with the local labour relations committee.

LETTER OF AGREEMENT NO. 13

REGARDING REORGANIZATION PLANS

In the context of any planned change or reorganization resulting in the application of any clauses from 14.01 to 14.07 of the collective agreement, the employer undertakes to meet with the union before making any final decision to give it an opportunity to propose any alternatives, suggestions or changes that may help meet the institution's objectives.

The employer provides the union with the following information:

- the nature of the planned change or reorganization;
- the reasons behind the change or reorganization and the objectives pursued;
- the services or departments (or work units) in the institution likely to be affected by the planned change or reorganization;
- the projected timetable for making decisions and the planned implementation schedule;
- any other relevant information.

LETTER OF AGREEMENT NO. 14

REGARDING THE TRAINING AND PROFESSIONAL SUPERVISION OF NEWLY HIRED EMPLOYEES WHO PROVIDE REHABILITATION, CARE OR SUPERVISION OF BENEFICIARIES

Scope

The provisions of this letter of agreement apply to the training and professional supervision of employees who provide rehabilitation, care or supervision of beneficiaries and who have fewer than two (2) years of practice in their job.

Annual budget for training and professional supervision

Beginning on the date the collective agreement comes into force, and until March 30, 2028, the employer sets aside a budget allocated for training and professional supervision from April 1 to March 31 of each year. This budget is equal to:

- 0.19%¹ of the total payroll² for employees in nursing and cardio-respiratory care who provide rehabilitation, care or supervision of beneficiaries;
- 0.10%¹ of the total payroll² for paratechnical, auxiliary services and trades personnel who provide rehabilitation, care or supervision of beneficiaries;
- 0.19%¹ of the total payroll² for health and social services technicians and professionals who provide rehabilitation, care or supervision of beneficiaries.

The parties will agree locally on how to disperse the budget.

If, during the year, the employer does not assign the full amount that has been earmarked, the difference is carried forward to the following year.

Transitional provision

For the 2024-2025 fiscal year, the budget is prorated to the period between the effective date of the collective agreement and March 31, 2025.

¹ The percentage is calculated on the payroll of employees in this class who are assigned to rehabilitation, care or supervision of beneficiaries.

² The total payroll is the amount paid in basic salaries, for the preceding fiscal year, as set out in the list of job titles, job descriptions and salary rates and scales in the health and social services sector, leave with pay, days of sick leave and salary insurance, plus employee benefits paid as a percentage (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees. Payroll excludes supplements, premiums and additional remuneration.

LETTER OF AGREEMENT NO. 15

REGARDING THE CONCEPT OF SERVICE

SCOPE

This letter of agreement applies to employees in the job class of nursing and cardio-respiratory care, paratechnical, auxiliary services and trades personnel and office personnel and administrative technicians and professionals.

CONCEPT OF SERVICE

Matter 2 of the local provisions of the collective agreements of the unions of the SCFP-FTQ is amended to incorporate the following paragraph regarding the concept of service:

“Set of activities constituting a distinct entity within the meaning of the institution’s organizational structure and that takes into account, in particular, the care or services to be provided to users, as determined by the employer.”

In addition, the local provisions that do not provide the possibility for a service to be deployed across more than one institution or those providing for units that can be deployed across a number of institutions or the territories covered by a service are amended to include the following paragraph:

“The employer may create services across more than one institution if doing so promotes improved organization of care or services or increases access to care and services or when the specific nature of the care and services delivered in a unit justifies it.”

These amendments to local provisions shall not have the effect of changing or making other parts inoperative in Matter 2 or in any other local provision of the collective agreement that do not concern the notion of service, the number of institutions across which a service can be deployed or the territories covered by a service.

LETTER OF AGREEMENT NO. 16

REGARDING TENURE FOR ALL PART-TIME EMPLOYEES IN NURSING AND CARDIO-RESPIRATORY CARE

Subject to special provisions, this letter of agreement applies only to institutions that have not completed the process of having every employee hold a position by the date on which the collective agreement comes into force.

This letter of agreement applies as of the date agreed upon by the local parties for employees to hold positions in accordance with the definition provided in clause 2.01 of Appendix S, but no more than six (6) months after the stipulations negotiated and agreed upon at the local or regional level come into force.

The employer determines the necessary number of part-time employees.

An employee who refuses to apply for a position is deemed to have resigned.

An employee who applies for one or more positions in the institution and who has not been able to obtain a position by the end of the staffing process is laid off and registered with the national workforce planning service (SNMO), and is covered by the provisions on employment priority or job security, if applicable.

If, however, an employee has not been able to obtain a position by the end of the staffing process and vacancies remain for which she/he meets the normal requirements of the job, she/he is deemed to have applied for these positions. If she/he refuses such a position, she/he is deemed to have resigned.

Special provisions

When there is an integration of activities under section 330 of the Act respecting health services and social services (CQLR, c. S-4.2) or an amalgamation of institutions under section 323 of the same Act, the integrating institution or the new institution resulting from the amalgamation is subject to the provisions of this letter of agreement as well as the possibility for the local parties to opt out, if applicable, from the provisions of Appendix S of the collective agreement.

The same stipulation applies when a private institution under agreement acquires the business of another private institution and integrates the other institution's activities with its own, or is amalgamated with the other institution.

LETTER OF AGREEMENT NO. 17

REGARDING THE ARRANGEMENT OF WORK TIME

1- Scope

The provisions of this letter apply to employees who hold full-time positions and work evening, night or rotating shifts during a regular work week spread over five (5) days. They also apply to employees who work the day shift and have three (3) years of service or more.

Work time arrangements are made on an individual and voluntary basis.

2- Terms and conditions for the arrangement of work time

The employee and the employer may agree on a work time arrangement, including, in particular, the following terms and conditions:

- Date of coming into force;
- Length of arrangement of work time requests.

The way to allocate the work hours freed by application of the model is described in the local provisions.

When access to the arrangement of work time cannot be given to all the employees who have offered to participate, the employer implements the arrangement according to seniority.

A) Day or evening shift

An employee holding a full-time position on the evening shift who chooses to work a nine (9)-day schedule per fourteen (14)-day period is entitled to one (1) day of paid time off per fourteen (14)-day period by the reduction of twelve (12) statutory holidays, ten (10) days of annual leave and three (3) days of sick leave.

The same provisions apply to employees who hold a full-time position on the day shift and have three (3) years of service or more.

B) Night shift

- a) An employee holding a full-time position on the night shift who chooses to work a nine (9)-day schedule per fourteen (14)-day period is entitled to one (1) day of paid vacation per fourteen (14)-day period by converting her/his night-shift premium to time off. In this case, clauses 1.02 et seq. of Appendix N apply.
- b) An employee holding a full-time position on the night shift who chooses to work an eight (8) day schedule per fourteen (14) day period is entitled to two (2) days of paid leave per fourteen (14)-day period:
 - i) by converting part of her/his night-shift premium into time off for the equivalent of twenty-five (25) days, and

- ii) and by the reduction of twelve (12) days of statutory holidays, ten (10) days of annual leave and three (3) days of sick leave,
 - iii) An employee who can convert more than twenty-five (25) days by using all of her/his night-shift premium may:
 - convert all her/his excess days in order to reduce the number of annual leave days provided under sub-paragraph ii) by a corresponding number. Any excess amount that does not constitute a full day is paid;
- or
- be paid the unconverted portion of the night-shift premium within thirty (30) days of each anniversary date of the employee's work time arrangement.

For the purpose of applying this sub-paragraph, these excess days are:

- 14% of the premium equals 2 days for employees with between 0 and 5 years of seniority;
 - 15% of the premium equals 3,7 days for employees with between 5 and 10 years of seniority;
 - 16% of the premium equals 5,3 days for employees with 10 or more years of seniority.
- iv) For any absence for which the employee receives remuneration, allowances or benefits, her/his salary, or, as the case may be, the salary used as a reference to determine such allowances or benefits, is reduced for the duration of said absence by the percentage of the night-shift premium that would have applied to the employee under paragraph A-2 of clause 9.05 of the collective agreement.

This sub-paragraph does not apply to the following types of leave:

- a) statutory holidays;
- b) annual vacation;
- c) maternity, paternity or adoption leave;
- d) disability leave beginning on the eighth (8th) business day;
- e) leave for an employment injury recognized under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);
- f) additional leaves paid under sub-paragraphs i) and ii).

C) Rotating shifts

An employee holding a full-time position and working rotating shifts may choose to participate in a work arrangement only for the time worked on the evening or night shift. The applicable terms and conditions are those stipulated for full-time evening- or night-shift positions, prorated to the time worked on these shifts.

Notwithstanding the foregoing, an employee with three (3) years of service or more may choose to participate in a work arrangement for time worked on the day shift as well.

D) Reconciliation

When an employee is no longer covered by this letter of agreement during the year, the reduction of the number of sick leave and annual leave days provided under paragraph A or sub-paragraph ii) of paragraph B is prorated to the time elapsed between the most recent anniversary date of the letter of agreement's application to the employee and the date on which it ceases to apply, in relation to a full year.

In this case, the employee working on the night shift also receives an amount corresponding to the portion of the premium that was not converted. This amount is prorated to number of days worked between the anniversary date of the letter of agreement's application to the employee and the date on which it ceases to apply, in relation to the number of days contained within that period. For the purposes of this provision, the number of leave days resulting from the application of sub-paragraphs i) and ii) of paragraph B are considered to be days worked.

E) Status of part-time employees who take on the shifts freed up

An employee holding a part-time position who takes on the shifts freed up by full-time employees continues to have part-time status, unless stipulated otherwise in a local agreement.

F) End of application of the arrangement

When the day or days of the employee benefitting from the arrangement of work time are no longer taken up for a period of at least fifteen (15) days, the employer may terminate the arrangement of work time after giving the employee in question fifteen (15) days' notice.

LETTER OF AGREEMENT NO. 18

REGARDING THE ESTABLISHMENT OF A NATIONAL COMMITTEE ON INTRODUCING THE STATUS OF STUDENT EMPLOYEE

- WHEREAS personnel shortages are being experienced and are anticipated to continue in the future;
- WHEREAS the teams in the health and social services network must be supported;
- WHEREAS the parties wish to increase the contribution of student employees to provide additional support to the existing teams;
- WHEREAS the parties wish to implement measures to promote the integration and retention of students in the health and social services network;
- WHEREAS the parties wish to promote job opportunities within the health and social services network and give student employees the opportunity to launch their professional career before earning their diploma in a field of study required by a job title in the network;
- WHEREAS it is necessary to offer student employees discrimination-free work conditions.

The parties agree as follows:

Within sixty (60) days following the effective date of the collective agreement, the parties will set up a national committee on introducing the status of student employee and their contribution to the health and social services network.

TERMS OF REFERENCE

The committee's terms of reference are to:

- Agree on pilot projects for integrating students;
- Identify the appropriate job titles for implementation of the pilot projects;
- Pursue discussions on the terms and conditions applicable to student employees;
- Analyze the presence and current contribution of student employees in the health and social services network and identify ways to maximize this contribution;
- Define labour indicators, in particular retention rates, number of pilot projects implemented, years of schooling of student employees, satisfaction rates and loyalty rates;

- Assess the effects of pilot projects on the basis of an analysis of the indicators previously identified by the committee;
- Make recommendations to the bargaining parties;
- Prepare a final report for the bargaining parties describing the follow-up to the letter of agreement, no later than six (6) months before the expiry of the collective agreement.

COMPOSITION OF THE COMMITTEE

The committee is composed of a maximum of three (3) employer representatives and a maximum of three (3) union representatives.

The parties may call on additional resource persons, as needed.

LETTER OF AGREEMENT NO. 19

REGARDING THE REMUNERATION OF EMPLOYEES WITH THE JOB TITLE OF LAWYER

Unless otherwise amended by this letter of agreement, the provisions of the collective agreement apply to employees with the job title of lawyer (1114) from the list of job titles.

ARTICLE 1 STEP ADVANCEMENT

Notwithstanding the provisions of paragraph 2.19 of Appendix F of the collective agreement, an employee with the job title of lawyer is not entitled to accelerated advancement of one (1) step if her/his job performance is deemed exceptional by the employer.

ARTICLE 2 RETENTION PREMIUM FOR LAWYERS

2.01 An employee with the job title of lawyer may receive a retention premium, available in three (3) different rates, subject to the following terms and conditions:

- After spending one (1) year at step 18 on the salary scale since her/his last step advancement: 5% of the salary listed on the scale for step 18;
- After spending two (2) years at step 18 on the salary scale since her/his last step advancement: 10% of the salary listed on the scale for step 18;
- After spending three (3) years at step 18 on the salary scale since her/his last step advancement: 15% of the salary listed on the scale for step 18.

The three (3) premium rates are not accruable.

The rules pertaining to step advancement on the salary scale provided in the collective agreement apply for the purposes of calculating the length of time the employee spends on step 18.

2.02 The retention premium is granted upon satisfactory job performance. It is maintained from year to year unless the employer provides the employee with the job title of lawyer with a written notice that her/his performance is no longer satisfactory. The notice must be transmitted to the employee with the job title of lawyer at least thirty (30) days before the date of termination of the premium.

2.03 The premium is not pensionable.

LETTER OF AGREEMENT NO. 20

REGARDING CERTAIN TERMS AND CONDITIONS FOR MAKING FULL-TIME WORK ATTRACTIVE FOR THE JOB CLASS OF NURSING AND CARDIO-RESPIRATORY CARE PERSONNEL

WHEREAS the work carried out by employees in the job class of nursing and cardio-respiratory care in a department where services are provided twenty-four (24) hours per day, seven (7) days is of a specific nature;

The parties agree as follows:

SECTION I 9/14 SCHEDULE FOR FULL-TIME EMPLOYEES WORKING A STEADY EVENING SHIFT

Full-time employees working a steady evening shift whose regular work week is spread over five (5) days in a department where services are delivered twenty-four (24) hours per day, seven (7) days per week, may, after an agreement with the employer, benefit from a work arrangement providing a schedule of nine (9) days of work per period of fourteen (14) days.

In all cases, this agreement must not produce any additional cost.

When it is not possible to provide access to the schedule of nine (9) days of work per period of fourteen (14) days to all the employees who have offered to participate, the employer will implement the arrangement by seniority.

Employees who wish to work a schedule of nine (9) days of work per period of fourteen (14) days over the course of twenty-four (24) periods of fourteen (14) days will receive one (1) paid day off per period of fourteen (14) days 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) periods of fourteen (14) days;
- ii. and by converting part of the increase in the evening-shift premium into paid time off for the equivalent of twelve (12) days per twelve (12) periods of fourteen (14) days.

For the purposes of applying the preceding sub-paragraph, the method for converting the increase in the evening-shift premium into paid time off is the following:

- 6% corresponds to twelve (12) days.

When an employee is no longer covered by this letter of agreement during the year, the reduction in the number of statutory holidays and sick leave days provided in subparagraph i of this section is prorated to the time elapsed since the last anniversary date of the application of this letter of agreement to the employee and the end date regarding a full year.

In this case, the employer also pays the employee who works a steady evening shift the amount corresponding to the portion of the premium that was not converted and pro-rates this amount to the

number of days the employee worked between the anniversary date of the application of the letter of agreement to the employee and the end date compared to the number of workdays included during this period. For the purposes of this provision, the days off resulting from the application of subparagraphs i and ii of this section, if any, are deemed to be days worked.

No later than December 15 of each year, the employer makes the necessary monetary adjustments, if any are needed, concerning the increase in the evening-shift premium, whether or not it is used for the purposes of the conversion into paid time off.

LETTER OF AGREEMENT NO. 21

REGARDING CERTAIN EMPLOYEES DISABLED ON THE DATE ON WHICH THE COLLECTIVE AGREEMENT BECOMES APPLICABLE TO THEM

The parties agree that an employee referred to in a collective agreement other than a collective agreement entered into between the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the Canadian Union of Public Employees (CUPE-FTQ) who receives short-term salary insurance on the date on which the collective agreement comes into force for her/him is subject to the provisions concerning short-term salary insurance (maximum 104 weeks) herein provided.

Notwithstanding the foregoing, the employee continues to receive, for the same disability period, salary insurance benefits as established under the collective agreement that was applicable to him or her when the disability started. In addition, unless the collective agreement that was applicable at the start of the disability was an agreement between the CPNSSS and SQEES-298 (FTQ) or SEPB-Québec (FTQ) (COPE), the employee is not entitled to the long-term salary insurance plan provided for under paragraph e) of clause 23.29 herein or to any other provision pertaining to the plan.

LETTER OF AGREEMENT NO. 22

REGARDING THE ESTABLISHMENT OF A NATIONAL INTER-UNION COMMITTEE TO MONITOR THE PREVENTION AND PARTICIPATION MECHANISMS STIPULATED IN THE ACT TO MODERNIZE THE OCCUPATIONAL HEALTH AND SAFETY REGIME

Within ninety (90) days following the effective date of the collective agreement, the parties will establish a national inter-union committee to monitor the prevention and participation mechanisms (MPP) stipulated in the Act to modernize the occupational health and safety regime, SQ 2021, c. 27, (LMRSST) in the institutions of the health and social services network.

COMMITTEE'S TERMS OF REFERENCE

The committee has the following mandates:

- Monitor the implementation and classify the various organizational structures of the MPP as part of the transitory measures stipulated in the LMRSST and the forthcoming regulation on these MPP;
- Require that institutions prepare a progress report on implementation of the MPP and measures concerning psychosocial risks;
- Study the progress reports received;
- Identify the organizational structures of the MPP that demonstrate increased potential for efficiency and effectiveness;
- Classify and disseminate best practices related to the MPP;
- Prepare a report at the end of the interim regime;
- Make recommendations and prepare a final report for the bargaining parties six (6) months before the expiry of the collective agreement. The parties may also agree to make recommendations to the bargaining parties while the committee's work is underway.

COMPOSITION OF THE COMMITTEE

The committee is composed of four (4) employer representatives, 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) union representatives (one (1) each from the FSSS-CSN, FP-CSN, APTS, SCFP-FTQ, SQEES-298-FTQ, FSQ-CSQ, and SPGQ).

The parties may add resource persons, as needed.

LETTER OF AGREEMENT NO. 23

REGARDING THE STUDY OF ISSUES REFERRED TO THE PROVINCIAL LABOUR RELATIONS COMMITTEE

For the duration of this collective agreement, the parties agree that the provincial labour relations committee, as governed by article 33, will study the following issues, as agreed by the parties:

- Repeal Appendix J concerning the special provisions for integration carried out in accordance with sections 130 to 136 of the Act respecting occupational health and safety;
- Repeal Letter of Agreement No. 4 regarding the provincial committee on structural changes in the health and social services sector;
- Repeal Letter of Agreement No. 8 regarding the number of child nurses/baby nurses and nursing assistants who are registered with the SNMO;
- Repeal Letter of Agreement No. 9 regarding the social reintegration of beneficiaries with an intellectual impairment or mental health problems;
- Ensure the general concordance of the entire collective agreement.

The parties agree to amend the collective agreement during the work of the committee.

LETTER OF AGREEMENT NO. 24

REGARDING EMPLOYEES WITH THE JOB TITLE OF PSYCHOLOGIST

ARTICLE 1 TERMS OF APPLICATION

The provisions of this letter of agreement apply to employees with the job title of psychologist (1546).

ARTICLE 2 SALARY INCREASE

Beginning on the effective date of the collective agreement, the employees in question are entitled to a salary increase of 10.0% regardless of the step they are on.

This salary increase is applied to the employee's basic hourly rate.¹

Method and formula for adjusting the salary increase²

The percentage for salary increases is reduced by any salary adjustment³ except for the general parameters for salary increases provided in clause 7.27 and the salary adjustment provided in clause 7.28 of the collective agreement.

The reduction in the salary increase is based on the following method and formula:

The percentage to apply to the salary increase is determined according to the basic hourly rate for the highest step on the salary scale. For the first adjustment to be made, the reference percentage for the salary increase is that which is in effect on the effective date of the collective agreement.

The formula is as follows:

$$\% \text{ Salary increase}_{t+1} = \left[\left(\frac{\text{Basic rate for the highest step}_t \times (1 + \% \text{ Salary increase}_t / 100)}{\text{Basic rate for the highest step}_{t+1}} \right) - 1 \right] \times 100$$

Where

t = the date preceding the increase in the basic hourly rate for the highest step;

$t + 1$ = the date on which the basic hourly rate for the highest step is increased.

The result for the numerator must be rounded to the cent.⁴

¹ Employees who receive the salary increase, in addition to their basic hourly rate, are not considered off-rate or off-scale.

² The Secrétariat du Conseil du trésor calculates the pay increase in accordance with the provisions of this letter of agreement.

³ Including salary adjustments tied to the evaluation of pay equity maintenance or salary relativity and granted after April 1, 2015.

⁴ When rounding to the cent, if the decimal point is followed by three digits (3) or more, the third (3rd) and subsequent digits are dropped if the third (3rd) digit is less than five (5). If the third (3rd) digit is equal to or greater than five (5), the second (2nd) digit is increased to the higher digit and the third (3rd) and subsequent digits are dropped.

The percentage obtained for the salary increase is rounded to one digit after the decimal.⁵

If the salary increase is reduced in accordance with the salary increase adjustment method and formula during the term of the collective agreement, the Comité patronal de négociation du secteur de la santé et des services sociaux will notify the union.

ARTICLE 3 RETENTION PREMIUM FOR THE PSYCHOLOGIST JOB TITLE

Beginning on the effective date of the collective agreement, the employees in question receive a retention premium of 6.5% of their basic hourly rate, plus the salary increase provided in article 2, if the employee works the total number of hours listed for their job title.

Number of hours is actual regular hours worked and the following hours of leave:

- The following days of leave provided in the collective agreement:
 - annual vacation;
 - statutory holidays;
 - sick leave;
 - floating days off;
 - special leave under clauses 22.19 and 22.19A;
 - personal leave under article 25.
- Union leave paid by the employer or reimbursed by the union when the employee is scheduled to be at work;
- Training provided by the employer and recorded on the work schedule;
- Absences paid by the employer pursuant to 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 disability periods set out in paragraphs b) and c) of clause 23.29.

The retention premium is non-pensionable.

The premium ends on March 30, 2028.

ARTICLE 4 PROVISIONS REGARDING PART-TIME EMPLOYEES

The provisions of this letter of agreement apply to part-time employees, with the following adjustments:

- Benefits applicable to part-time employees and paid with each pay apply to the retention premium;
- Hours of absence paid as benefits that fall on a work day provided on an employee's work schedule are considered to be hours used for the purpose of determining eligibility for the retention premium. However, the retention premium does not apply to these absences.

⁵ If the decimal is followed by two (2) digits or more, the second (2nd) and subsequent 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 increased to the higher digit and the second (2nd) and subsequent digits are dropped.

LETTER OF AGREEMENT NO. 25

REGARDING ADMINISTRATIVE PROCEEDINGS SPECIALISTS

The parties agree to establish a national inter-union committee to study gender predominance in the administrative proceedings specialist job class once all the data covering the 2025 pay equity maintenance period, i.e. from December 21, 2020, to December 20, 2025, is available.

The committee is charged with analyzing this issue in job class 9 – Administrative Proceedings Specialist (1109).

The committee is composed of a minimum of six (6) members: three (3) representatives of the employer party and three (3) representatives of the union party (FSSS-CSN, SCFP-FTQ and SQEES-FTQ)

The committee will decide its rules of operation.

The committee's mandate will run sixty (60) days after it is established.

The committee is a case study and may not be invoked as precedent.

LETTER OF AGREEMENT NO. 26

REGARDING LIMITING THE USE OF PERSONNEL PLACEMENT AGENCY SERVICES AND INDEPENDENT LABOUR

- WHEREAS 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) came into force on October 4, 2023;
- WHEREAS The Act aims to progressively reduce use of personnel placement agencies and independent labour by October 2026;
- WHEREAS The parties wish to encourage the return of personnel placement agency staff and independent workers to the health and social services network, while respecting the employees.

The parties agree as follows:

The employer undertakes to favour employees when assigning work shifts before using personnel placement agencies and independent labour. Accordingly, employees have priority in accordance with the availability offered for regular time or overtime.

Plan to repatriate personnel placement agency staff and independent workers

- a) The local parties will agree on measures to welcome personnel placement agency staff and independent workers currently assigned in the institution, in particular, regarding the granting of assignments and positions, before the deadlines stipulated in the Regulation,¹ i.e.:
- October 20, 2024, for the health regions of Capitale-Nationale, Montréal, Chaudière-Appalaches, Laval and Montérégie;
 - October 19, 2025, for the health regions of Saguenay – Lac Saint-Jean, Mauricie and 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 mandate the national standing bargaining committee provided for in article 33 of the collective agreement to discuss the progress of work on locally agreed repatriation plans and any other subject related to this letter of agreement.

This letter of agreement expires on March 30, 2028.

¹ The parties agree that the deadlines listed in this letter of agreement will be adjusted to reflect any future legislative amendments.

LETTER OF AGREEMENT NO. 27

REGARDING SOME EMPLOYEES WHO RECEIVED THE INTENSIVE CARE PREMIUM

Employees who are not eligible for the critical care premium, the increase in the critical care premium or the special critical care and the increase in the special critical care premiums, and who were receiving the daily intensive care premium provided under article 3 of Appendix C, article 9 of Appendix E and article 8 of Appendix G of the 2006-2010 collective agreement as of the effective date of the current collective agreement, continue to receive the premium for the length of time that they retain their position.

The applicable rate for the daily intensive care premium under this letter of agreement is \$3.51 for the duration of the collective agreement.

LETTER OF AGREEMENT NO. 28

REGARDING UNION LEAVES FOR NATIONAL COMMITTEES

Notwithstanding the provisions of clause 6.05 of the collective agreement, union leaves for the purpose of taking part in the work or to assist with the sessions of national committees established under the terms of the 2023-2028 collective agreement are unpaid and subject to the terms and conditions set out in the third (3rd) paragraph of clauses 6.02 and 6.03 of the collective agreement, which can be adjusted as needed.

These committees are the following:

- working committee on financing the members' fund of the government and public employees retirement plan (RREGOP);
- working committee on parental rights;
- joint assessment committee on the shortage of qualified workers and the attraction and retention of specific skilled worker job titles;
- national committee on integrating employees from indigenous communities;
- national committee on the settlement of disputes and grievances arising from the public health emergency;
- national working committee regarding updating the national provisions of the collective agreement arising from the creation of Santé Quebec and the enactment of Bill 15;
- national inter-union working committee on measures for certain job titles working in mental health;
- national inter-union working committee to monitor the prevention and participation mechanisms stipulated in the Act to modernize the occupational health and safety regime in the institutions of the health and social services network;
- national inter-union working committee on certain job titles in the information technology sector;
- national committee on introducing the status of student employee.

LETTER OF AGREEMENT NO. 29

REGARDING OVERLAPPING SHIFTS WORKED BY SOME EMPLOYEES

ARTICLE 1

Employees with the job title of nurse (Institut Pinel), nurse clinician (Institut Pinel), beneficiary attendant or beneficiary attendant team leader receive a 2% premium.

The premium applies to the employee's basic salary, plus, where applicable, the responsibility supplement or premium and the additional remuneration stipulated under article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

ARTICLE 2

Employees registered on the recall list also benefit from the provisions of article 1 of this letter of agreement.

LETTER OF AGREEMENT NO. 30

REGARDING THE ESTABLISHMENT OF A NATIONAL COMMITTEE ON THE SETTLEMENT OF DISPUTES RELATED TO THE HEALTH EMERGENCY

WHEREAS the unions affiliated with the Syndicat canadien de la fonction publique (SCFP-FTQ) (Canadian Union of Public Employees) have filed various disputes concerning the enactment of decrees or ministerial orders issued in accordance with section 118 of the Public Health Act (Chapter S-2.2) in relation to the COVID-19 public health emergency;

WHEREAS an agreement was established on August 16, 2021, between the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the SCFP-FTQ in relation to grievances opposing the implementation of decrees or ministerial orders issued in accordance with section 118 of the Public Health Act with respect to employees in the job class of nursing and cardio-respiratory care personnel;

WHEREAS the COVID-19 public health emergency is over;

WHEREAS the parties wish to find solutions to settle these disputes.

The parties agree as follows:

- 1- Within thirty (30) days of the effective date of the national provisions of the collective agreement, the parties will establish a national working committee on the settlement of disputes related to the COVID-19 public health emergency;
- 2- Within one hundred and fifty (150) days of the effective date of the national provisions of the collective agreement, the parties agree to draw up a list of active disputes and to classify them into various agreed-upon themes.

COMMITTEE'S TERMS OF REFERENCE

The committee has the following terms of reference:

- Establish a timetable of the work to be completed;
- Study and assess the list of disputes received for the purpose of settlements between the parties;
- Work cooperatively to find satisfactory solutions for settling the disputes in question;
- Failing a settlement of these disputes within nine (9) months of the establishment of the committee, the parties agree to discuss possible avenues and processes for resolving the disputes;
- Study the possibility of extending the application of this letter of agreement to other disputes.

COMPOSITION OF THE COMMITTEE

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

The parties may admit one additional person, as needed.

OTHER PROVISIONS

The parties agree that the SCFP-FTQ must obtain a mandate from its affiliated unions to reach a settlement resulting from the work described in this letter of agreement.

LETTER OF AGREEMENT NO. 31

REGARDING UPDATING THE INSTITUTIONS AND FACILITIES COVERED IN APPENDICES I, O AND P OF THE COLLECTIVE AGREEMENT

Within thirty (30) days of the effective date of the collective agreement, the parties will establish a national working committee on updating the facilities covered by Appendices I, O and P.

COMMITTEE'S TERMS OF REFERENCE

The committee has the following terms of reference:

- Study and analyze update requests from institutions, unions or any of the national parties with respect to the facilities covered by appendices I, O and P;
- Submit recommendations to the bargaining parties in accordance with a schedule established by the parties.

The committee will meet within thirty (30) days of receiving a request.

The committee will define its rules of operation and, in view of its mandate, will establish a work plan.

COMPOSITION OF THE COMMITTEE

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

The parties may call on a resource person, as needed.

LETTER OF AGREEMENT NO. 32

REGARDING THE ESTABLISHMENT OF A WORKING COMMITTEE ON FUNDING THE MEMBERS' FUND OF THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

Within ninety (90) days following the coming into force of the collective agreements, the parties agree to form a working committee, under the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du Trésor, to study the funding of the members' fund of the Government and Public Employees Retirement Plan (RREGOP).

COMMITTEE'S TERMS OF REFERENCE

The committee has the following terms of reference:

- 1- Examine and compare funding approaches with regard to the risks tied to the maturity of the RREGOP, in particular wider differentiation and incorporation of a dynamic margin for adverse deviations;
- 2- Assess the relevance of changing the method for funding the RREGOP by considering the analyses that have been performed;
- 3- Conduct a comprehensive review of the policy for funding the members' fund of the RREGOP and suggest changes to the fund, if applicable, for the purpose of updating it.

Should the working committee's representatives agree on joint recommendations, they will present a report to the bargaining parties.

The bargaining parties agree to reassess whether to maintain the working committee at the renewal of the collective agreements.

COMPOSITION OF THE COMMITTEE

The working committee is composed of a maximum of six (6) representatives of the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du trésor 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 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).

Each of the organizations may call upon the services of a consultant as needed.

The committee members may ask for the services of Retraite Québec representatives to support them in their various tasks.

LETTER OF AGREEMENT NO. 33

REGARDING SPECIFIC PROVISIONS APPLICABLE TO CERTAIN JOB TITLES WORKING IN MENTAL HEALTH

- WHEREAS The government wishes to upgrade its mental health care delivery in particular by relying on the output of employees in certain job titles in the job class of health and social services technicians and professionals who work in mental health;
- WHEREAS The government wishes to upgrade its delivery of psychotherapy services, in accordance with the provisions of the Act to amend the professional code and other legislative provisions in the field of mental health and human relations, known as Bill 21, enacted by the National Assembly of Québec in June 2009;
- WHEREAS The activity of psychotherapy is performed exclusively by psychologists, while other job titles working in mental health may be authorized to perform it;
- WHEREAS Clause 7.16 of the collective agreement permits employers and employees to agree on a different distribution of the number of hours of weekly work provided in the employee's job title, on the condition that the total number of days and hours worked during the period identified for the purposes of staggering work are not longer than the number that would normally be worked during that same period;

The parties agree as follows:

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this letter of agreement, the provisions of the collective agreement apply to employees who hold the job titles listed in articles 2 and 3 of this letter of agreement.

ARTICLE 2 UPGRADE

Beginning on the effective date of the collective agreement, the terms and conditions concerning upgrading as stated in this article apply to employees in the job class of health and social services technicians and professionals who work in mental health and hold any one of the following job titles:

- Criminologist (1544)
- Clinical sex therapist (1573)
- Occupational therapist (1230)
- Professional social worker (1550)
- Psycho-educator (1652)
- Vocational guidance counsellor (1701)

The employer and the employee concerned who makes a request can agree on an upgraded

schedule. The schedule cannot exceed 37.5 hours per week and is deemed to adhere to, but does not change, the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles). The regular workweek for the employee is that which appears on the new upgraded schedule.

The terms and conditions for the upgraded schedule are decided by the local parties. These terms and conditions must not affect the stability of work teams or create overtime for the employee working the schedule.

ARTICLE 3 PSYCHOTHERAPY PERMIT

Beginning on the effective date of the collective agreement, the terms and conditions related to the psychotherapist permit provided in this article apply to employees working in mental health, who perform psychotherapy according to the needs stated by the employer and who hold one of the following job titles:

- Criminologist (1544)
- Clinical sex therapist (1573)
- Human relations agent (1553)
- Occupational therapist (1230)
- Professional social worker (1550)
- Psycho-educator (1652)
- Vocational guidance counsellor (1701)

In exchange for performing psychotherapy, the employee concerned is reimbursed the annual cost of obtaining their initial psychotherapist permit, annual membership dues, the cost of professional liability insurance, and required training fees other than for courses leading to a master's degree, when required for the performance of their duties.

All fees and costs are reimbursed upon presentation of supporting documents.

ARTICLE 4 NATIONAL INTER-UNION COMMITTEE

Within ninety (90) days of the effective date of the collective agreement, the parties will establish a national inter-union committee to study specific conditions applicable to certain job titles working in mental health.

COMMITTEE'S TERMS OF REFERENCE

The committee has the following terms of reference:

- a) Identify measures that can be used to involve users' family members to optimize delivery of mental health services and follow-ups;
- b) Study the impacts of introducing employees with a psychotherapist permit in work teams;
- c) Identify solutions likely to enable the contribution of employees with the following job titles, in frontline services, for the purpose of identifying the signs and symptoms associated with the most frequent mental illnesses:
 - Criminologist (1544)

- Clinical sex therapist (1573)
 - Human relations agent (1553)
 - Occupational therapist (1230)
 - Professional social worker (1550)
 - Psycho-educator (1652)
 - Vocational guidance counsellor (1701)
 - And any other relevant job title
- d) Make recommendations and provide the bargaining parties with a final status report no later than six (6) months before the expiry of the collective agreement.

COMPOSITION OF THE COMMITTEE

The committee is composed of nine (9) members appointed as follows:

- four (4) representatives of the employer party, including one (1) representative of the Direction de la santé mentale and one (1) representative of the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du trésor;
- five (5) representatives of the union party, i.e., one (1) representative of each of the following unions: FSSS-CSN, FP-CSN, APTS, SCFP-FTQ and SPGQ.

The parties may appoint ad hoc representatives of certain relevant partners, as needed.

LETTER OF AGREEMENT NO. 34

REGARDING THE ATTRACTION AND RETENTION PREMIUM PAID TO SOME SKILLED WORKER JOB TITLES TO COUNTER THE LABOUR SHORTAGE

- WHEREAS The national working committee on skilled workers has lately noted labour market shortages of skilled workers in job titles targeted by the premium, as documented in its joint report;
- WHEREAS The work performed also notes the shortage of the cabinetmaker and refrigeration mechanic job titles based on the indicators used;
- WHEREAS Attraction and retention problems have been noted for certain skilled worker job titles;
- WHEREAS Job market trends must be monitored for years to come.

1- Premium paid to some skilled workers

- 1.1 A 15% premium will be paid to employees in the following skilled worker job titles and will remain in effect until the day before the renewal of the collective agreements.

Job Title	Health and Social Services	School Service Centres and School Boards	Colleges
Electrician	3-6354	2-5104	4-C702
Adjusting Machinist/Specialist Adjusting Machinist/ Machinist	3-6353	2-5125	
Master Electrician	3-6356	2-5103	4-C704
Stationary Engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
Carpenter	3-6364	2-5116	4-C707
Painter	3-6362	2-5118	4-C709
Plumber /Pipefitter	3-6359	2-5115	4-C706
Maintenance Mechanic Millwright	3-6360		4-C719
Heavy Vehicle Driver/Heavy Vehicle Driver and mobile equipment Cl. II	3-6355	2-5308	4-C926
Mechanic, Cl. I		2-5106	
Garage Mechanic/Mechanic, Cl. II	3-6380	2-5137	
Refrigeration Mechanic	3-6352		

Job Title	Health and Social Services	School Service Centres and School Boards	Colleges
Cabinetmaker	3-6365	2-5102	4-C716

- 1.2 This premium is also paid to employees who hold the job title of general handyman/handywoman (3-6388) or certified maintenance worker (2-5117/C708) provided that the employer certifies that the employee performs the responsibilities assigned to one of the job titles indicated in paragraph 1.1 regardless of diplomas or their equivalents.
- 1.3 For employees who hold a merged position of which a regular component is one of the job titles indicated in paragraph 1.1, the following condition applies for the purpose of eligibility to the premium:
- The hours worked are paid at the highest salary rate, plus the 15% premium, provided that the employee has actually performed the responsibilities of a job title listed in paragraph 1.1 for a minimum of fifteen (15) hours during the pay period.
- 1.4 The premium applies to the salary rate and to the provisions of the collective agreement that provide for salary maintenance during specific absences.
- 1.5 The provisions of paragraphs 1.1 to 1.4 take effect on the signature date of the collective agreement.

2. Joint working committee established

2.1 Within one hundred and eighty (180) days prior to the expiry of the collective agreement, the parties will establish a joint committee under the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du Trésor to study the shortage of skilled workers and the attraction and retention of employees in the following skilled worker job titles:

#	Job Title	Health and Social Services	School Service Centres and School Boards	Colleges
1	Pipe Insulator	3-6395		
2	Heavy Vehicle Driver,/ Vehicule Driver and mobile equipment Cl. II	3-6355	2-5308	4-C926
3	Cabinetmaker	3-6365	2-5102	4-C716
4	Electrician	3-6354	2-5104	4-C702
5	Tinsmith	3-6369		
6	Machinist Millwright/Machinist	3-6353	2-5125	
7	Master Electrician/Electrician primary class	3-6356	2-5103	4-C704
8	Refrigeration Machinery Master Mechanic	3-6366		
9	Master Plumber/Master Pipefitter	3-6357	2-5114	
10	Mechanic Cl. I		2-5106	
11	Garage Mechanic/Mechanic Cl. II	3-6380	2-5137	
12	Stationary Engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
13	Refrigeration Mechanic	3-6352		
14	Maintenance Mechanic Millwright/Maintenance Mechanic	3-6360		4-C719
15	Carpenter	3-6364	2-5116	4-C707
16	General Handyman/Handywoman	3-6388	2-5117	4-C708
17	Painter	3-6362	2-5118	4-C709
18	Plasterer	3-6368		
19	Plumber / Pipefitter	3-6359	2-5115	4-C706
20	Locksmith	3-6367	2-5120	
21	Welder	3-6361	2-5121	
22	Glazier-Installer-Mechanic		2-5126	
23	Electrical Mechanic	3-6423		

2.2 The working committee's terms of reference are to:

- i) Study the premium's effects on attracting and retaining the job titles covered by the premium, based on quantitative and qualitative analyses, particularly by consulting with unions and institutional managers as well as analyzing the following indicators:
 - changes in the number of workers;
 - retention rates;
 - insecurity rates;
 - overtime.
- ii) Study the attraction and retention of employees with the job titles indicated in paragraph 2.1 who are not covered by the premium, in relation to the organizational needs of a significant proportion of the institutions in the parapublic sector;
- iii) Study skilled worker shortage trends on the job market based on quantitative and qualitative analyses, particularly by updating the indicators used by the national working committee on the shortage of skilled workers and the attraction and retention of employees with skilled worker job titles provided for in the 2020-2023 collective agreements;
- iv) Assess the relevance of maintaining the 15% premium after it expires or modifying it or extending it to other job titles indicated in paragraph 2.1, as needed;
- v) Submit joint or separate recommendations to be presented to the bargaining parties, no later than ninety (90) days prior to the expiry of the collective agreement.

2.3 The national working committee is composed of six (6) representatives of the employer party 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. 35

REGARDING THE JOB TITLE OF PACIFICATION AND SECURITY INTERVENTION OFFICER (INSTITUT PINEL)

A premium of 4% of the employee's basic salary, plus, if applicable, the supplement and additional remuneration, will apply to the pacification and security intervention officer job titles working at the Institut national de psychiatrie légale Philippe-Pinel. The percentage of the premium is reduced by any salary adjustment¹ or correction related to a settlement, an arbitrator's decision or a decision of the Commission des normes de l'équité, de la santé et de la sécurité du travail or another authoritative body in regard to grievances involving pay equity maintenance, up to a maximum of 3.5%.

¹ Any salary adjustment arising from a negotiated agreement between the parties.

LETTER OF AGREEMENT NO. 36

REGARDING MODIFYING SOME OF THE TECHNICIAN JOB TITLES IN THE LIST OF JOB TITLES

WHEREAS There is a current labour shortage and the parties agree on amending the requirements for certain technician 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, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to add to the requirements the option for an employee to access certain technician job titles if the employee holds:

a diploma of college studies (DCS) along with an undergraduate certificate relevant for the following job titles:

- Legal technician (2112);
- Communications technician (2275);
- Information and library technician (2356);
- Building systems technician (2374);
- Instrumentation and control technician (2379);

or

a relevant attestation of college studies (ACS) of eight hundred (800) hours or more, along with relevant experience in the chosen field for the following job titles:

- Legal technician (2112);
- Audio-visual technician (2258);
- Communications technician (2275);
- Information and library technician (2356);
- Electro-mechanics technician (2371);
- Building systems technician (2374);
- Mechanical fabrication technician (2377);
- Instrumentation and control technician (2379).

The amendments to these job titles are not subject to the procedure for modifying the list of job titles provided in article 8.

The union, a union grouping or an employer may request an exemption whereby an ACS with fewer than eight hundred (800) hours can be recognized. To do so, the party must send a written request stating the reason and using the form provided for this purpose. The exemption request concerns the following job titles:

- administrative technician (2101);
- computer technician (2123);
- contributions technician (2102);

- electronics technician (2369);
- graphic arts technician (2333);
- specialized computer technician (2124).

A copy must be transmitted to the other party unless it is a joint request.

The MSSS will inform the union groupings of any exemption requests it receives.

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LETTER OF AGREEMENT NO. 37

REGARDING LEGAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR (5321)

The salary increase for employees with the job title of legal secretary (5321) who were located on steps 6 to 9 of their salary scale during the integration carried out on April 2, 2019, under Letter of Agreement No. 37 regarding legal secretaries in the health and social services sector (5321) of the 2016-2020 collective agreement will be modified on the next step advancement date stipulated in the collective agreement in order to give them access to the next level of salary increase, until they have access to the maximum increase of 8.87% from January 1, 2021 to March 31, 2021, 8.89% from April 1, 2021 to March 31, 2022 and 9.19% as of April 1, 2022.

Immediately after completing one (1) year on step 7, the employees will be entitled to the following increases on the step advancement date provided in the collective agreement, until they have access to the maximum increase of 8.87% from January 1, 2021 to March 31, 2021, 8.89% from April 1, 2021 to March 31, 2022 and 9.19% as of April 1, 2022.

Legal Secretary (5321)

Percentage increase

Step	Salary increase from 2021-01-01 to 2021-03-31	Salary increase from 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 on step 7	2.31%	2.30%	2.62%
2 years on step 7	5.43%	5.40%	5.73%
3 years or more on step 7	8.87%	8.89%	9.19%

LETTER OF AGREEMENT NO. 38

REGARDING THE ESTABLISHMENT OF A WORKING COMMITTEE ON PARENTAL RIGHTS

Within thirty (30) days following the effective date of the collective agreement, the parties agree to establish a working committee under the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du Trésor to study parental rights.

COMMITTEE'S TERMS OF REFERENCE

The working committee has the following terms of reference:

1. Analyze the collective agreement's parental rights provisions in order to:
 - a. Ensure that the terminology is inclusive and consistent with that used in the laws;
 - b. Ensure that these provisions conform with the legal and regulatory framework respecting surrogate pregnancy.
2. Identify amendments to be made to the master document on parental rights.

On completion of the work, the working committee submits the proposed amendments to the parental rights master document to the bargaining parties. Subject to acceptance of these proposed modifications by all the union organizations,¹ the bargaining parties will agree on letters of agreement to amend the provisions of the collective agreements on parental rights.

COMPOSITION OF THE COMMITTEE

The working committee is composed of a maximum of four (4) representatives of the employer party 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 organizations covered by this letter of agreement, acceptance is required from the following organizations: the Fédération interprofessionnelle du Québec (FIQ), the Fédération autonome de l'enseignement (FAE), the Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) and the Syndicat de la fonction publique et parapublique du Québec (SFPQ).

LETTER OF AGREEMENT NO. 39

REGARDING ADMINISTRATIVE OFFICERS, CLASS 2 – CLERICAL AND ADMINISTRATIVE SECTORS

ARTICLE 1 LUMP SUM

Beginning on January 1, 2021 and until the day before the effective date of the collective agreement, employees covered in article 3 of this letter of agreement receive a lump sum equal to 2% of the basic salary stated on the scale for each hour remunerated¹ and paid during this period.

The lump sum is non-pensionable and is not part of the salary. Premiums paid as a percentage do not apply to this lump sum.

ARTICLE 2 SALARY INCREASE

Beginning on the effective date of the collective agreement, employees covered in article 3 of this letter of agreement receive a salary increase of 3.5%.

The salary increase percentage is reduced by any salary adjustment² or correction related to a regulation or a decision of the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) or another authority concerning pay equity maintenance grievances, up to a maximum of 3.5%.

If pay equity corrections are paid, the amounts paid for the salary increase are deducted from the amounts owed by the employer.

ARTICLE 3 JOB TITLES INVOLVED

The employee must hold one (1) or both (2) of the following job titles:

- Administrative agent, Class 2 – clerical sector (5314);
- Administrative agent, Class 2 – administrative sector (5315).

¹ Remunerated hours also include those for which the employee receives salary insurance benefits, maternity, paternity or adoption leave benefits, parental leave benefits, as well as those paid by the CNESST, under IVAC or by the SAAQ, or by the employer in industrial accident cases, if applicable.

² Including any salary adjustment arising from a negotiated agreement between the parties.

LETTER OF AGREEMENT NO. 40

REGARDING THE NORD-DU-QUÉBEC REGION

The parties agree to earmark a specific budget for the Nord-du-Québec region to finance initiatives agreed upon locally and approved nationally by the parties for this region, which faces particular workforce issues.

The budget is allocated as follows:

- A non-recurring amount of \$0.350 million is earmarked for the Nord-du-Québec region for the duration of the collective agreement;

As of April 1, 2023, this amount is spread evenly over a period of five (5) years.

Failure to commit the entire budget for a given fiscal year will result in uncommitted funds being carried over to the next fiscal year. This deferral cannot apply beyond March 30, 2028.

This budget is dedicated to funding initiatives to increase the workforce and availability of employees working in this region.

These initiatives may include, for example, the payment of a facility-based lump sum, the payment of a special premium to address border issues, the payment of increased premiums, attraction or retention premiums, or other initiatives aimed at limiting the use of independent labour and personnel placement agency services.

Initiatives cannot be considered as salary and are non-pensionable and ineligible for the pension plan.

These initiatives may not take a form similar to the measures provided for in the regional disparities plan set out in Appendix M of the national provisions of the collective agreement.

The initiatives may be modified by local parties, subject to the agreement of the national parties during the term of the collective agreement, in order to target initiatives better suited to their regional issues.

The provincial labour relations committee, provided for in Article 33 of the national provisions of the collective agreement, is responsible for implementing, monitoring and evaluating local projects.

The local parties will prepare a report to the provincial labour relations committee within ninety (90) days prior to the expiry of the collective agreement.

LETTER OF AGREEMENT NO. 41

REGARDING THE ABOLISHMENT OF THE JOB TITLES OF ADMINISTRATIVE OFFICER, CLASS 4 IN THE 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 undertakes to submit a draft amendment to the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to abolish the following job titles:

- Administrative officer, Class 4 – clerical sector (5318);
- Administrative officer, Class 4 – administrative sector (5319).

The abolishment of these two (2) job titles takes effect once all the employees are placed in 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 in article 8 of the collective agreement.

PLACEMENT INTO NEW JOB TITLES

Employees whose job title of administrative officer, Class 4 – clerical sector (5318) has been abolished receive the new job title of administrative officer, Class 3 – clerical sector (5316).

Employees whose job title of administrative officer, Class 4 – administrative sector (5319) has been abolished receive the new job title of administrative officer, Class 3 – administrative sector (5317).

Placement in the new job title occurs on the effective date of the collective agreement.

To receive the new job title, an employee who holds a position or an assignment corresponding to the new job title is placed into the new job title according to the weekly number of hours for the position or the assignment the employee held in accordance with the list of job titles.

The employee placed in the new job title is deemed to fulfill the normal requirements of the tasks of the position the employee holds or the assignment the employee was filling at the time of the placement. The employee undertakes to perform the duties of this job title. An employee on the recall list is deemed to be registered for the new job title corresponding to those for which the employee was registered prior to the creation of the new job titles.

Placement of the employee in the new job title does not modify the step the employee is on¹ or the time on the step for the purpose of advancing on the salary scale.

¹ Placement of employees is “step by step.”

LETTER OF AGREEMENT NO. 42

REGARDING THE EDUCATION AND PROFESSIONAL SUPERVISION OF EMPLOYEES WHO WORK WITH CLIENTELE IN PARTICULAR CIRCUMSTANCES AND WITH SPECIFIC NEEDS

Scope

The provisions of this letter of agreement apply to the education and professional supervision of employees who work with clientele in particular circumstances and with specific needs.

Annual budget for education and professional supervision

Beginning on the effective date of the collective agreement, and until March 30, 2028, a budget of \$0.189 million per financial year will be earmarked specifically for education and professional supervision.

If the budget is not fully committed within the year, the difference will be carried over to the following year.

The national parties must agree on using the budget, and the local parties, by way of local arrangements, will see to its application.

For the financial year during which the collective agreement comes into force, the budget is prorated to the period between the effective date of the collective agreement and March 31 of the following year.

LETTER OF AGREEMENT NO. 43

REGARDING SELF-SCHEDULING

WHEREAS	The parties wish to implement measures conducive to the attraction and retention of personnel in order to ensure greater access to care and services for the public;
WHEREAS	The parties wish to foster optimal use of labour within the institutions of the health and social services network and need to ensure the stability of work teams;
WHEREAS	The parties wish to allow employees to arrange their work schedules in order to foster family-work-study balance;
WHEREAS	The parties wish to increase the satisfaction of employees and their involvement in their work schedules;
WHEREAS	The parties wish to reduce recourse to overtime;
WHEREAS	The Ministère de la Santé et des Services sociaux (MSSS) is involved in deploying and implementing self-scheduling;

The parties agree as follows:

ARTICLE 1 OBJECTIVE

1.01 This letter of agreement aims to foster the involvement of employees in establishing and managing their schedule in order to improve its predictability and stability, enhance continuity of care and services, and enhance employees' family-work-study balance.

ARTICLE 2 DEFINITION OF SELF-SCHEDULING

2.01 This is a voluntary, agile and proactive method of shared management of schedules that draws on employees' participation and sense of responsibility in planning their work schedules. It requires that the group put forth effort to search for solutions to problems pertaining to establishing and applying the schedules.

2.02 Self-scheduling allows employees to set their own preferences based on the needs identified by the employer and the number of employees required. More specifically, this approach introduces measures that enable employees to participate in the development and modification of their work schedules, while taking into account the needs of other members of the work team as well as the needs of the service and care units.

ARTICLE 3 SELF-SCHEDULING TERMS AND CONDITIONS APPLICABLE TO SERVICES AND JOB TITLES

3.01 Before deploying self-scheduling for a job title¹ in a service or care unit, the employer notifies the local union of the deployment of self-scheduling. The local union may ensure that the self-scheduling team is voluntarily following the arrangement.

3.02 The self-scheduling process includes employees who hold positions in the same job title.¹ This process also includes employees with this job title on the floating team and part-time occasional personnel when they are assigned to the service or self-scheduling unit for the duration of the schedule period.

3.03 The main steps in self-scheduling are:

- The self-scheduling team decides on the terms and conditions as set out in clause 3.05 of this letter of agreement;
- The manager determines and distributes the guidelines concerning the needs of the service or care unit and the number of employees required;
- The schedule is prepared, including the following steps:
 - First (1st) step: Preference is expressed for the hours associated with the position and for leaves, additions of availability and non-availability, recording of on-duty hours, open shifts, all at regular hours;
 - Second (2nd) step: Preference is expressed for shifts not filled during the first step, as overtime;
 - Third (3rd) step: Remaining needs are filled in accordance with the local provisions of the collective agreement.
- Schedules are posted following the terms and conditions of the self-scheduling team.

At each of the preceding steps, the manager and the self-scheduling team balance the work schedule according to the determined guidelines and identified needs.

Notwithstanding the foregoing, if the model does not work, the self-scheduling team, after discussions aimed at resolving the problem, reverts to the institution's usual scheduling model in accordance with the local provisions of the collective agreement, until the next scheduling period or any other time agreed with the manager.

3.04 The self-scheduling team and the manager must ensure that employees who arrive during the course of a shift are incorporated into the schedule.

3.05 The self-scheduling team may determine, among other items:

- rules governing decision making;

¹. The self-scheduling team may decide to apply the job title group model.

- the schedule period (minimum of four (4) weeks to a maximum of twenty-six (26) weeks);
- timetables and procedures for planning, preparing and modifying schedules;
- how to add assignments;
- how to assign voluntary overtime;
- the terms and conditions for staggering work hours or the regular work week;
- communication tools to implement to facilitate self-scheduling.

3.06 The terms and conditions determined by the self-scheduling team are recorded in writing.

They must be forwarded to the manager and the local union.

For terms not covered by an agreement, the local provisions of the collective agreement apply.

3.07 The self-scheduling employee may voluntarily arrange her/his work schedule, as regular time, particularly as follows:

- have a regular work day of more than eight (8) hours;
- choose a schedule without regard to respecting the minimum interval of sixteen (16) hours between two (2) shifts when changing shifts;
- exchange shifts within the current schedule;
- work more than every other weekend;
- choose a different way of staggering hours or the regular work week;
- work more than five (5) consecutive days.

3.08 Clause 3.07 of this Letter of Agreement applies notwithstanding any local or national provisions of the collective agreement and any special agreements.

3.09 Except for its voluntary aspect, self-scheduling may not result in modifying the characteristics of the position of the self-scheduling work team member or reducing the number of hours associated with the employee's 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 it no longer wishes to follow it, may terminate it at any time.

3.12 When posting a position, as defined in the local provisions of the collective agreement, and which is included in a self-scheduling team, the local parties agree to indicate, for information purposes, that this position is currently part of a self-scheduling service or care unit.

ARTICLE 4 COMMITMENT AND FOLLOW-UP TO THE IMPLEMENTATION OF THE LETTER OF AGREEMENT

4.01 The local labour relations committee provided under article 33 of the national provisions of the collective agreement is mandated to ensure the implementation and follow-up of this letter of agreement.

4.02 In accordance with this letter of agreement, the committee has the following mandates:

- Monitor and assess the effects of self-scheduling, particularly on use of overtime and independent labour, employee satisfaction and the quality of care and services, on the basis of quantitative and qualitative analyses using the indicators previously set by the committee;
- Help search for solutions when required.

ARTICLE 5 NATIONAL FOLLOW-UP TO THE LETTER OF AGREEMENT

5.01 The national parties agree to assign the national labour relations committee set forth in article 33 of the national provisions of the collective agreement to discuss the issues encountered by the parties.

LETTER OF AGREEMENT NO. 44

REGARDING THE CREATION OF THE JOB TITLES OF PACIFICATION AND SECURITY INTERVENTION OFFICER AND PACIFICATION AND SECURITY INTERVENTION OFFICER – 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, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to create the following job titles:

- Pacification and security intervention officer (35 hrs – 36.25 hrs – 37.50 hrs – 38.75 hrs);
- Pacification and security intervention officer – team leader (35 hrs – 36.25 hrs – 37.50 hrs – 38.75 hrs).

1.2 The ranking assigned to the job title of pacification and security intervention officer is ranking 10 and to pacification and security intervention officer – team leader is ranking 11.

1.3 No later than within ninety (90) days following the signature of the collective agreement, the parties will work on an agreement regarding the scores to assign to each of the seventeen (17) sub-factors of the evaluation system. Failing an agreement between the parties, the employer party will determine them.

1.4 The creation of these job titles is not subject to the procedure for amending the list of job titles provided in article 8 of the collective agreement.

2. Abolishment of job titles

2.1 Within thirty (30) days following 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)
- Intervention officer (team leader) (3555)
- Medico-legal intervention officer) (3544)
- Medico-legal intervention officer (team leader) (3554)
- Psychiatric intervention officer (3543)
- 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 in article 8 of the collective agreement.

3. Placement in new job titles

3.1 Employees whose job titles have been abolished are placed in their new job title as follows:

ABOLISHED JOB TITLES	NEW JOB TITLES
Intervention officer (3545)	Pacification and security intervention officer
Medico-legal intervention officer (3544)	
Psychiatric intervention officer (3543)	
Intervention officer – team leader (3555)	Pacification and security intervention officer – team leader
Medico-legal intervention officer – team leader (3554)	
Psychiatric intervention officer – team leader (3553)	

3.2 An employee who, at the time of the abolishment of one of the foregoing job titles, holds a position or an assignment corresponding to the new job title, is placed into the new job title according to the weekly number of hours for the position or the assignment the employee held in accordance with the list of job titles.

3.3 The employee placed in the new job title is deemed to fulfill the normal requirements of the tasks of the position the employee holds or the assignment the employee was filling at the time of the placement. The employee undertakes to perform the duties of this job title. An employee on the recall list is deemed to be registered for the new job titles corresponding to those for which the employee was registered prior to the creation of the new job titles.

3.4 The employees are placed on the new salary scale in accordance with the provisions of the collective agreement.

LETTER OF AGREEMENT NO. 45

REGARDING CERTAIN TERMS AND CONDITIONS FOR RECOGNIZING ATTENDANCE AT WORK

The parties agree to pay a lump sum to recognize attendance at work on the part of employees working in a self-scheduling team within the meaning of Letter of Agreement No. 43, where services are provided twenty-four (24) hours per day, seven (7) days per week, and who work the number of hours assigned to their job title in the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles), under the following terms and conditions:

- a) The employee receives a lump sum of one hundred dollars (\$100) when the employee performs the actual number of hours of work assigned to their job title, excluding overtime, during a period of two (2) weeks corresponding to a pay period;
- b) The employee receives a lump sum of two hundred dollars (\$200) when the employee performs the actual number of hours of work assigned to their job title, excluding overtime, during a second two- (2) week period corresponding to a pay period immediately following the first period.

An employee may receive a maximum of three hundred dollars (\$300) per four- (4) week period under this Letter of Agreement.

At the end of the period of four (4) consecutive weeks, the employee may receive the above-mentioned lump sums again, according to the same sequence and the same terms and conditions.

For the purpose of applying the foregoing, when the employee uses paid authorized leave provided under the collective agreement, the lump sum paid is prorated to the regular hours worked during the reference period. The employee loses their eligibility for the entire lump sum for the covered period during any other type of absence.

This letter of agreement expires on March 30, 2028.

LETTER OF AGREEMENT NO. 46

REGARDING LOCAL PROJECTS ON EMPLOYEES' OVERALL HEALTH

The parties agree to assign the local health and safety committee to implement and follow up on local projects.

The parties must have previously identified productive local projects for the institutions of the health and social services network based on projects that have already been carried out as part of the forum on employee's overall health (2021-2023).

The local parties will implement projects related to employees' overall health, particularly for the following sectors:

- Continuous assistance residences (RAC);
- Private institutions under agreement (EPC);
- Residential and long-term care centres (CHSLD).

ARTICLE 1 LOCAL PROJECTS

Local projects must have one of the following objectives:

- Improve employee wellness in the work environment;
- Reduce absenteeism and its length when related to disability;
- Promote returning to work and retention following a disability, taking into consideration the employee's condition;
- Promote employee attraction and retention.
- Address ways to better protect employees from acts of violence by clients or their families;
- Assess training programs and implement local training projects that produce results and are aimed at improving workplace health, safety and wellness.

The parties may agree to address any other topic related to overall employee health.

When a local project requires financing, it must be submitted to the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) for approval and to obtain funding.

Beginning on April 1, 2023, and until March 30, 2028, the parties will have a budget of \$2.114 million to carry out local projects.

The provincial labour relations committee, stipulated in article 33 of the national provisions of the collective agreement, is responsible for monitoring and assessing pilot projects.

The committee must provide a report on the pilot projects six (6) months before the expiry of the collective agreement.

LETTER OF AGREEMENT NO. 47

REGARDING MEMBERSHIP FEES FOR A PROFESSIONAL ORDER

ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees in the job classes of office personnel and administrative technicians and professionals and health and social services technicians and professionals who hold a full-time position consisting of the number of hours assigned to that job title and for whom membership in a professional order is a requirement of the employee's position.

ARTICLE 2 TERMS AND CONDITIONS

Beginning on the effective date of the collective agreement, a covered employee will be entitled to a fifty percent (50%) reimbursement of the amount required for membership in the professional order, up to an annual maximum of four hundred dollars (\$400).¹

The refund is given upon submission of supporting documents showing that the employee has made the payment.

An employee who becomes covered by this letter of agreement during the year receives a reimbursement of the membership fee for the professional order prorated to the time that remains to be worked until the next date for annual payment of the professional fees.

An employee from an institution in the health and social services network who has already received a reimbursement for their membership fee to a professional order may not receive another reimbursement for that period.

An employee who leaves their job without demonstrating that they will be working in another position in the health and social services network must repay the employer the reimbursement already received, prorated to the number of hours the employee would have had to work until the next date for annual payment of the professional fees.

¹ This provision also applies to employees in the job class of health and social services technicians and professionals listed in the register of individuals authorized to practice activities reserved to members of a professional order.

LETTER OF AGREEMENT NO. 48

REGARDING THE LUMP SUM AMOUNT PAID TO THE JOB TITLES OF NURSING ASSISTANT (3455) AND NURSING ASSISTANT TEAM LEADER (3445)

WHEREAS nursing assistants and nursing assistant team leaders are part of the healthcare team in the same way that beneficiary attendants are;

WHEREAS the health care team thus constituted carries out complementary tasks in the basic care and nursing care of users on a care unit.

The parties agree as follows:

A lump sum is paid to the employee who holds the job title of nursing assistant (3455) or nursing assistant team leader (3445), whose salary rate on this scale is lower than the flat rate in ranking 9.

This lump sum is the difference between the flat rate of ranking 9 and the hourly pay rate of the employee on steps 1 or 2.

This lump sum is paid at each pay period and for each hour remunerated for the job title of nursing assistant or nursing assistant team leader. It is adjusted as the employee advances on their salary scale.

The lump sum paid is not used to calculate premiums and is non-pensionable.

This letter of agreement becomes effective on April 1, 2020.

LETTER OF AGREEMENT NO. 49

REGARDING MEDICAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR (5322)

Beginning on the date of the signature of the collective agreement, employees with the job title of medical secretary (5322) receive a 3% premium until March 30, 2028.

The premium applies to the salary rate and the provisions of the collective agreement that concern salary maintenance during specific absences.

The percentage of the premium is reduced by any salary adjustment related to a regulation or a decision of the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) or another authority concerning pay equity maintenance grievances, up to a maximum of 3%.

For the purposes of the payment of any pay equity adjustments, any amounts paid for the premium will be subtracted from the amounts owed by the employer.

In the event that a regulation or decision of the CNESST or another authority penalizes the complainants, the payment of the 3% premium to employees with the medical secretary job title (5322) is nonetheless maintained until March 30, 2028.

LETTER OF AGREEMENT NO. 50

REGARDING THE ESTABLISHMENT OF A NATIONAL WORKING COMMITTEE ON UPDATING THE NATIONAL PROVISIONS IN LIGHT OF THE CREATION OF SANTÉ QUÉBEC AND THE PASSAGE OF BILL 15, AN ACT TO MAKE THE HEALTH AND SOCIAL SERVICES SYSTEM MORE EFFECTIVE

WHEREAS	An Act to make the health and social services system more effective was enacted on December 9, 2023 (hereinafter referred to as Bill 15);
WHEREAS	Santé Québec is being established;
WHEREAS	The provisions of the Act respecting bargaining units in the social affairs sector (U-0.1) and its future amendments are to be considered;
WHEREAS	The Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors is to be considered (R-8.2);
WHEREAS	The parties agree to examine the need to update the provisions of the SCFP-FTQ collective agreement through a process of concordance.

The parties agree as follows:

Within ninety (90) days of the effective date of the collective agreement, the parties agree to establish a national working committee to study the national provisions of the collective agreement stemming from the creation of Santé Québec and the passage of Bill 15.

COMMITTEE'S TERMS OF REFERENCE

The committee has the following terms of reference:

- Recommend updates to the collective agreement and the concordances that are deemed necessary further to the creation of Santé Québec and the passage of Bill 15, particularly with regard to the following topics:
 1. Seniority (article 12), including the issue of the seniority of employees from a non-merged institution within Santé Québec;
 2. Layoff procedure (article 14);
 3. Employment security (article 15);
 4. Union leave (article 6);
 5. Regional disparities (Appendix M).
- Provide a final report and make recommendations to the bargaining parties no later than twelve (12) months before the expiry of the collective agreement. The parties may agree

on making recommendations to the bargaining parties during the course of the committee's work.

COMPOSITION OF THE COMMITTEE

The committee is composed of four (4) representatives of the employer party and four (4) representatives of the union party.

The parties may call on a resource person, as needed.

LETTER OF AGREEMENT NO. 51

REGARDING CERTAIN JOB TITLES IN THE INFORMATION TECHNOLOGY SECTOR

ARTICLE 1 Premium

An employee who holds one of the following job titles and takes on the management of one or more mandates related to the coordination or follow-up of projects receives a premium of ten (10%) of the basic salary plus, when applicable, the additional remuneration provided for in Appendix H, for each hour during which the employee takes on the management of these mandates in the institutions. This premium is paid to up to 25% of the personnel consisting of 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 establish a national working committee to study the job titles covered in article 1.

The working committee has the following mandates:

- Assess the relevance of implementing a mechanism for recognizing competencies acquired in the workplace and qualifying training activities as part of the work performed for the purpose of possible advancement on salary steps;
- Assess the measures that could be implemented to favour flexible schedules and access to telework;
- Study the effects of the premium provided in article 1 of this letter of agreement and examine the possibility of extending its application;
- Study the effects of the premiums paid to the relevant job titles on attracting and retaining employees.

The working committee will submit joint or separate recommendations to the bargaining parties no later than twelve (12) months prior to the expiry of the collective agreement.

The parties may agree to implement one or more of the agreed-upon measures during the course of their work and during the term of the collective agreement.

The committee is composed of four (4) representatives of the employer party and four (4) representatives of the union party.

This letter of agreement expires on March 30, 2028.

PART IV

LETTERS OF INTENT

LETTER OF INTENT NO. 1

REGARDING THE PROMOTION OF LETTER OF AGREEMENT NO. 17

The local parties undertake to promote Letter of Agreement No. 17 regarding the arrangement of work time.

LETTER OF INTENT NO. 2

REGARDING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) FOR INDIVIDUALS COVERED BY THE PLAN IN ACCORDANCE WITH THE ACT RESPECTING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN

1. Legislative and regulatory amendments

The government undertakes to enact the required draft regulations and to introduce before the National Assembly the legislative provisions incorporating the amendments in articles 2 and 3 in the pension plan.

2. Progressive retirement

The initial length of a progressive retirement agreement is maintained, i.e., a period of at least one (1) year and a maximum period of five (5) years. However, beginning on the date the bill is introduced before the National Assembly to implement this amendment, or no later than June 30, 2024, employees who are party to such an agreement may extend it upon a written agreement with the employer, which must be dated more than six (6) months before the end of the agreement. The agreement may be extended more than once, but the employee must have a written agreement with the employer each time, and each agreement must be dated more than six (6) months before the end of the extension. Any extension to the agreement must be a minimum of one year and a maximum of five (5) years.

The effective length of the extended agreement may be longer than five (5) years. Notwithstanding the extension, the total length of the agreement may not exceed seven (7) years.

For a progressive retirement agreement that expires on the effective date of this amendment and for the following nine (9) months, there is no deadline for employees who enter into an agreement with their employer to extend the agreement.

3. Maximum age for participation in the pension plan

Beginning on January 1, 2025, the maximum age for participation in the plan is increased to correspond to December 30 of the year in which the member reaches the age of seventy-one (71).

The amendment stated in article 3 of this letter of intent also applies to the pension plan of certain teachers, with the necessary adjustments.

LETTER OF INTENT NO. 3

REGARDING THE EMPLOYER'S OBLIGATIONS IN RELATION TO DOMESTIC, FAMILY OR SEXUAL VIOLENCE

WHEREAS domestic, family or sexual violence is a serious and persistent problem from which the employees of the health and social services network are not exempt;

WHEREAS employees who are victims of domestic, family or sexual violence suffer serious repercussions, and that these situations affect the employer;

WHEREAS the employer has legal obligations.

On the work premises, the employer must take the necessary measures to ensure the protection of employees exposed to domestic, family or sexual violence.

The employee undertakes to fulfill their legal obligations in this matter as set forth in the Act respecting labour standards (CQLR, c. N-1.1) and in the Act respecting occupational health and safety (CQLR, c. S-2.1).

Information about a domestic, family or sexual violence situation is confidential. However, the employer may disclose this information when they have a reasonable cause to believe that the employee is threatened by a serious risk of death or serious injury.

The local parties may agree to grant the employee a leave in connection with their situation and in accordance with the working conditions in effect.

PART V

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INTERVENUE ENTRE

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

ET

LE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (FTQ)

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PARTIE I
ARTICLES

ARTICLE 1

DÉFINITION DES TERMES

1.01 1. La personne salariée

« La personne salariée » désigne toute personne comprise dans l'unité de négociation travaillant pour l'employeur moyennant rémunération ou en absence autorisée en vertu de la présente convention. Ce terme comprend également « l'agente ou l'agent syndical libéré » prévu à l'article 6 de la présente convention.

La personne salariée qui occupe temporairement un poste hors de l'unité de négociation demeure régie par la convention collective. Cependant la décision de l'employeur de la retourner à son poste ne peut faire l'objet d'un grief.

2. La personne salariée à temps complet

« La personne salariée à temps complet » désigne toute personne salariée qui travaille le nombre d'heures prévu à son titre d'emploi.

Les parties peuvent convenir, par arrangement local, que la personne salariée de la liste de rappel affectée à une assignation à temps complet dont la durée prévue est de six (6) mois et plus est, à sa demande, considérée pendant cette période comme une personne salariée à temps complet.

3. La personne salariée à temps partiel

« La personne salariée à temps partiel » désigne toute personne salariée qui travaille un nombre d'heures inférieur à celui prévu à son titre d'emploi. Une personne salariée à temps partiel qui fait exceptionnellement le total des heures prévues à son titre d'emploi conserve son statut de personne salariée à temps partiel.

4. Poste

Lorsque la notion de poste est utilisée, sa définition est celle négociée et agréée à l'échelle locale.

Si deux (2) personnes salariées ou plus à temps partiel accomplissent un travail relevant d'un même titre d'emploi, dans un même service, l'employeur est tenu de créer un poste à temps complet à la condition que les heures de travail des personnes salariées à temps partiel soient compatibles, qu'elles ne donnent pas ouverture au paragraphe 7.10 relatif au changement de quart et qu'elles constituent, une fois juxtaposées, une semaine normale et régulière de travail.

Au cours d'une période d'initiation et d'essai, la personne salariée qui décide de réintégrer son ancien poste ou qui est appelée à réintégrer son ancien poste à la demande de l'employeur le fait sans préjudice à ses droits acquis à son ancien poste.

5. Service

Lorsque la notion de service est utilisée, sa définition est celle négociée et agréée à l'échelle locale.

6. Promotion

« Promotion » désigne la mutation d'une personne salariée d'un poste à un autre, comportant une échelle de salaire dont le maximum est plus élevé.

7. Transfert

« Transfert » désigne la mutation d'une personne salariée d'un poste à un autre, avec ou sans changement de titre d'emploi et comportant une échelle de salaire dont le maximum est identique.

8. Rétrogradation

« Rétrogradation » désigne la mutation d'une personne salariée d'un poste à un autre, comportant une échelle de salaire dont le maximum est moins élevé.

9. Période comptable

L'année financière des établissements de santé et de services sociaux est divisée en treize (13) périodes. À l'exception de la première (1^{re}) et de la dernière, ces périodes sont de vingt-huit (28) jours. La première (1^{re}) période comptable d'une année financière débute le 1^{er} avril et la dernière se termine le 31 mars.

10. Personne conjointe

On entend par personnes conjointes, les personnes :

- a) qui sont mariées et cohabitent;
- b) qui sont unies civilement et cohabitent;
- c) de sexe différent ou de même sexe qui vivent maritalement et sont les père et mère d'un même enfant;
- d) de sexe différent ou de même sexe qui vivent maritalement depuis au moins un (1) an.

11. Enfant à charge

Une ou un enfant de la personne salariée, de la personne conjointe ou des deux, non marié ou uni civilement et résidant ou domicilié au Canada, qui dépend de la personne salariée pour son soutien et qui satisfait à l'une des conditions suivantes :

- est âgé de moins de dix-huit (18) ans;
- est âgé de vingt-cinq (25) ans ou moins et fréquente, à temps complet à titre d'étudiante ou d'étudiant dûment inscrit, une maison d'enseignement reconnue;
- quel que soit son âge, si elle ou il a été frappé d'invalidité totale alors qu'elle ou qu'il satisfaisait à l'une ou l'autre des conditions précédentes et est demeuré continuellement invalide depuis cette date.

1.02 Période de probation

Toute nouvelle personne salariée est soumise à une période de probation. Durant cette période, elle a droit à tous les avantages de la présente convention.

Les modalités et la durée de cette période de probation sont négociées et agréées à l'échelle locale.

Cependant, en cas de congédiement, elle n'a droit à la procédure de grief, qu'une fois sa période de probation complétée.

1.03 Poste temporairement dépourvu de titulaire

Lorsque la notion de poste temporairement dépourvu de titulaire est utilisée, sa définition est celle négociée et agréée à l'échelle locale.

1.04 Liste de rappel

Lorsque la notion de liste de rappel est utilisée, sa définition est celle négociée et agréée à l'échelle locale.

ARTICLE 2

DROITS DE LA DIRECTION

Le syndicat reconnaît le droit de l'employeur à l'exercice de ses fonctions de direction, d'administration et de gestion, de façon compatible avec les dispositions de la présente convention.

ARTICLE 3

DISPOSITIONS GÉNÉRALES

3.01 Objet

Les présentes dispositions ont pour objet d'établir des rapports ordonnés entre les parties, de déterminer de bonnes conditions de travail qui assurent, entre autres, la sécurité et le bien-être des personnes salariées et de faciliter le règlement des problèmes de relations de travail favorisant ainsi de bonnes relations entre l'employeur et les personnes salariées.

3.02 Listes informatiques

Les listes que l'employeur doit fournir au syndicat en vertu de la convention collective lui sont transmises, à sa demande, sur support informatique si disponible.

ARTICLE 4

ACCREDITATION ET CHAMP D'APPLICATION

4.01 L'employeur reconnaît, par les présentes, le syndicat comme étant le seul et unique agent négociateur aux fins de négocier et de conclure une convention collective de travail, au nom et pour toutes les personnes salariées couvertes par le certificat d'accréditation émis conformément aux dispositions du Code du travail (RLRQ, c. C-27).

4.02 Si une difficulté d'interprétation se présente au sujet du texte de l'accréditation, les dispositions législatives pertinentes s'appliquent et aucune ou aucun arbitre ne peut être appelé à interpréter le sens de ce texte.

4.03 Aucune entente particulière relative à des conditions de travail différentes de celles prévues dans la présente convention, ou aucune entente particulière relative à des conditions de travail non prévues dans la présente convention, entre une personne salariée et l'employeur, n'est valable à moins qu'elle n'ait reçu l'approbation écrite des officiers dûment mandatés par le syndicat.

4.04 Toute démission doit être communiquée immédiatement par écrit au syndicat. Une ou un arbitre peut apprécier les circonstances qui ont entouré la démission d'une personne salariée et la valeur dudit consentement.

4.05 L'employeur retire du dossier de la personne salariée, à l'expiration d'une période d'un (1) an, tout avis de mesure disciplinaire ou de réprimande, émis à l'égard d'une personne salariée, à condition qu'il n'y ait pas eu d'offense similaire dans l'année (douze (12) mois). La période d'un (1) an précitée est prolongée de la même durée que celle d'une absence continue qui excède trente (30) jours.

L'employeur retire sans délai du dossier de la personne salariée tout avis de mesure disciplinaire ou de réprimande, ou partie de ces documents, sur lequel celle-ci a eu gain de cause.

4.06 Sur demande préalable, une personne salariée peut toujours consulter son dossier, et ce, en présence d'une représentante ou d'un représentant syndical, si elle le désire. La personne salariée peut également, sur demande préalable, obtenir une photocopie des pièces pertinentes versées à son dossier lorsque son grief est référé à l'arbitrage ou lorsqu'elle conteste une décision prise en vertu d'un des régimes suivants : Commission des normes, de l'équité, de la santé et de la sécurité du travail, Société de l'assurance automobile du Québec, Régime de rentes du Québec, Régime de retraite des employés du gouvernement et des organismes publics, Régime de retraite des agents de la paix en services correctionnels, Emploi et Développement social Canada, Indemnisation des victimes d'actes criminels, Régime québécois d'assurance parentale ou régime d'assurance salaire lors d'une invalidité de plus de cent quatre (104) semaines.

Ce dossier comprend :

- la formule de demande d'emploi;
- la formule d'engagement;
- toute autorisation de déduction;
- les rapports ou avis de mesures disciplinaires;

- les demandes de promotion, transfert et rétrogradation;
- les rapports du bureau de santé à la personne responsable du personnel concernant son état de santé;
- la copie des rapports d'accident du travail;
- les avis de mesures administratives prévus au paragraphe 4.13.

Les personnes salariées qui travaillent dans un autre lieu que celui où se trouve le bureau du personnel ont accès à leur dossier selon la procédure ayant fait l'objet d'un arrangement au niveau local.

4.07 Aucun aveu signé par une personne salariée ne peut lui être opposé devant une ou un arbitre à moins qu'il ne s'agisse :

1. d'un aveu signé devant une représentante ou un représentant dûment autorisé du syndicat;
2. d'un aveu signé en l'absence d'une représentante ou d'un représentant dûment autorisé du syndicat mais non dénoncé par écrit par la personne salariée dans les sept (7) jours qui suivent la signature.

Suspensions

4.08 A- Suspension de plus de deux (2) jours

Dans les cas de suspension de plus de deux (2) jours, la procédure doit être la suivante :

1. La suspension doit être précédée d'une rencontre entre l'employeur et le syndicat, sauf si la représentante ou le représentant syndical convoqué ne se présente pas à la rencontre dans les cinq (5) jours de la convocation.
2. Au cours de cette rencontre, l'employeur indique au syndicat et à la personne salariée, si celle-ci est présente, les raisons qui ont provoqué la mesure disciplinaire.

S'il y a accord entre l'employeur et le syndicat, la mise en application de cette entente est effectuée sans autre modalité.

En cas de désaccord avec le syndicat, l'employeur peut alors, après la rencontre, procéder à l'exécution de sa décision. Il fait alors parvenir à la personne salariée, par écrit, à sa dernière adresse connue, dans les quatre (4) jours juridiques du début de l'application de la mesure disciplinaire, les raisons et les faits qui ont provoqué la suspension. Le syndicat est avisé de la mesure dans le même délai.

Seules les raisons et les faits invoqués dans cet avis ou dans tout autre avis subséquent, peuvent être opposés à une personne salariée devant une ou un arbitre. Cependant, pour pouvoir invoquer les raisons et les faits allégués dans tout avis subséquent, l'employeur doit informer le syndicat de son intention de les invoquer au moins dix (10) jours avant l'arbitrage.

Cependant, lorsqu'il y a désaccord sur la mesure disciplinaire entre l'employeur et le syndicat, la personne salariée ou le syndicat comme tel peut en appeler de la décision en recourant à la procédure de grief prévue à l'article 10, et alors, copie du grief peut être envoyée par le syndicat à l'arbitre devant siéger comme tel en vertu de la procédure prévue à cette fin aux présentes.

B) Suspension de deux (2) jours et moins

Dans les cas de suspension de deux (2) jours et moins, l'employeur peut procéder immédiatement à l'exécution de la mesure disciplinaire. La personne salariée conserve son droit de recours.

L'employeur informe la personne salariée, par écrit, dans les quatre (4) jours juridiques du début de l'application de la mesure disciplinaire, des raisons et des faits qui ont provoqué la suspension. Le syndicat est avisé de la mesure dans le même délai.

Si le syndicat le désire, il peut alors rencontrer l'employeur qui l'informe des raisons qui ont provoqué la mesure disciplinaire.

Seules les raisons et les faits invoqués dans cet avis ou dans tout autre avis subséquent peuvent être opposés à une personne salariée devant une ou un arbitre. Cependant, pour pouvoir invoquer les raisons et les faits allégués dans tout avis subséquent, l'employeur doit informer le syndicat de son intention de les invoquer au moins dix (10) jours avant l'arbitrage.

4.09 Congédiement

Dans les cas de congédiement qui ne sont pas de nature criminelle ou de mœurs, la procédure à suivre est la suivante :

1. Le congédiement doit être précédé d'une rencontre entre l'employeur et le syndicat, sauf si la représentante ou le représentant syndical convoqué ne se présente pas à la rencontre dans les cinq (5) jours de la convocation.
2. Au cours de cette rencontre, l'employeur indique au syndicat et à la personne salariée, si celle-ci est présente, les raisons qui ont provoqué la mesure disciplinaire. S'il y a accord entre l'employeur et le syndicat, la mise en application de cette entente est effectuée sans autre formalité.

En cas de désaccord avec le syndicat, l'employeur peut alors, après la rencontre, procéder à l'exécution de sa décision. Il fait alors parvenir, par écrit, à la personne salariée, à sa dernière adresse connue, dans les quatre (4) jours juridiques du début de l'application de la mesure disciplinaire, les raisons et les faits qui ont provoqué le congédiement. Le syndicat est avisé de la mesure dans le même délai.

Seules les raisons et les faits invoqués dans cet avis ou dans tout autre avis subséquent peuvent être opposés à une personne salariée devant une ou un arbitre. Cependant, pour pouvoir invoquer les raisons et les faits allégués dans tout avis subséquent, l'employeur doit informer le syndicat de son intention de les invoquer au moins dix (10) jours avant l'arbitrage.

Cependant, lorsqu'il y a désaccord sur la mesure disciplinaire entre l'employeur et le syndicat, la personne salariée ou le syndicat comme tel peut en appeler de la décision en recourant à la procédure de règlements de griefs prévue à l'article 10, et alors, copie du grief peut être envoyée par le syndicat à l'arbitre devant siéger comme tel en vertu de la procédure prévue à cette fin aux présentes.

Dans le cas de congédiement de nature criminelle ou de mœurs, l'employeur peut procéder immédiatement à l'exécution de la mesure disciplinaire.

Cependant, dans les quatre (4) jours juridiques du début de l'application de ladite mesure disciplinaire, un avis de congédiement est alors envoyé à la personne salariée à sa dernière adresse connue et au syndicat.

Si le syndicat le désire, il peut alors rencontrer l'employeur qui l'informe des raisons qui ont provoqué la mesure disciplinaire si la personne salariée concernée le permet.

La personne salariée ou le syndicat comme tel, s'il y a désaccord sur la mesure disciplinaire, peut en appeler de la décision de l'employeur en recourant aux procédures de grief et d'arbitrage prévues par la convention collective.

Si la personne salariée permet à l'employeur que les raisons et les faits qui ont provoqué son congédiement soient indiqués au syndicat, seules ces raisons et ces faits peuvent lui être opposés en arbitrage.

Congédiement à l'arbitrage

Dans les cas de congédiement portés à l'arbitrage, si une décision n'était pas rendue sur le congédiement dans les quinze (15) jours suivant la réception par l'employeur et l'arbitre d'une copie du grief, la personne salariée commence à recevoir l'équivalent du salaire qu'elle recevrait si elle était au travail à partir de la seizième (16^e) journée de la réception de la copie du grief par les personnes ci-haut mentionnées, et ce, jusqu'à ce que la décision soit rendue. Cependant, cette somme ne peut excéder l'équivalent de trente (30) jours de travail.

4.10 La décision d'imposer un avis disciplinaire, une suspension ou un congédiement est communiquée dans les trente (30) jours de l'incident y donnant lieu ou au plus tard, dans les trente (30) jours de la connaissance par l'employeur de tous les faits pertinents liés à cet incident. L'employeur transmet au syndicat une copie de ces avis dans le même délai.

Le délai de trente (30) jours prévu à l'alinéa précédent ne s'applique pas si la décision d'imposer un avis disciplinaire, une suspension ou un congédiement résulte de la répétition de certains faits ou d'un comportement chronique de la personne salariée.

4.11 L'employeur transmet au syndicat copie des directives concernant les conditions de travail émanant de la direction générale ou de la direction du personnel et adressées à un groupe ou à l'ensemble des personnes salariées.

Dans les trois (3) jours d'une demande à cet effet, l'employeur transmet au syndicat copie des autres directives concernant les conditions de travail adressées à un groupe ou à l'ensemble des personnes salariées.

4.12 La personne salariée convoquée à une rencontre avec une représentante ou un représentant de l'employeur relativement à son lien d'emploi ou son statut d'emploi, à une question disciplinaire ou au règlement d'un grief, peut exiger d'être accompagnée d'une représentante ou d'un représentant syndical.

4.13 Mesures administratives

L'employeur qui applique une mesure administrative ayant pour effet d'affecter le lien d'emploi de la personne salariée de façon définitive ou temporaire, autrement que par mesure disciplinaire ou par mise à pied, doit dans les quatre (4) jours juridiques du début de l'application de la mesure, informer par écrit la personne salariée des raisons et de l'essentiel des faits qui ont provoqué la mesure. Le syndicat est avisé de la mesure dans le même délai.

4.14 Agente ou agent de sécurité

L'agente ou l'agent de sécurité ne doit pas donner de directives aux personnes salariées des autres titres d'emploi visées par l'accréditation dans l'accomplissement de leur travail.

4.15 Les employées et employés exclus de l'unité de négociation ne doivent remplir aucun emploi régi par le certificat d'accréditation qui aurait pour effet de créer des mises à pied. Cependant, si après l'application des dispositions de la présente convention collective, aucune des personnes salariées de l'unité de négociation ne possède les qualifications requises pour remplir un emploi vacant, il est alors comblé à la discrétion de l'employeur parmi les personnes hors de l'unité de négociation.

4.16 Avant de puiser à l'extérieur, l'employeur fait appel aux personnes salariées de la liste de rappel selon les modalités convenues localement.

ARTICLE 5

RÉGIME SYNDICAL ET RETENUES SYNDICALES

5.01 Toute personne salariée, membre en règle du syndicat au moment de la date d'entrée en vigueur de la convention collective et toutes celles qui le deviennent par la suite, doivent maintenir leur adhésion au syndicat pour la durée de la convention comme condition du maintien de leur emploi.

5.02 Toute nouvelle personne salariée doit devenir membre du syndicat dans les trente (30) jours de calendrier, à compter de son premier (1^{er}) jour de travail, comme condition du maintien de son emploi.

5.03 L'employeur retient, pour la durée de la présente convention, sur la paie de chaque personne salariée, la cotisation syndicale fixée par le syndicat ou un montant égal à celle-ci et remet, une (1) fois par période comptable, les sommes ainsi perçues dans les quinze (15) jours de calendrier de la perception, à la trésorière ou au trésorier du syndicat. En même temps que chaque remise, l'employeur complète et fournit, par transmission électronique, une liste détaillée comportant les informations suivantes :

- le nom de la personne salariée;
- le numéro d'employé;
- l'adresse et le numéro de téléphone;
- l'adresse courriel;
- le titre d'emploi principal;
- le statut (temps complet, temps partiel);
- le service;
- le quart de travail;
- le salaire;
- le salaire versé au cours de la période;
- le montant de la cotisation syndicale retenu;
- l'indication des absences temporaires pour toute la période comptable et la codification du motif;
- la date d'embauchage de la personne salariée nouvellement embauchée au cours de la période;
- la date de départ de la personne salariée ayant quitté au cours de la période;
- pour la personne salariée à temps partiel :
 - le nombre d'heures travaillées à l'exclusion des heures supplémentaires;
 - le nombre de jours de congé annuel pris;
 - l'ancienneté accumulée.

Si le système en place le permet, l'employeur fournit également :

- le total des salaires réguliers;
- le total des prestations d'assurance salaire;
- le total de la rémunération versée.

Toute erreur de l'employeur doit être corrigée au plus tard à la période comptable suivante en y indiquant la nature des corrections effectuées.

Il incombe à l'employeur de voir à l'application intégrale de ce paragraphe.

5.04 L'employeur perçoit de tout nouveau membre, sur réception de l'autorisation écrite de sa part, le droit d'entrée fixé par le syndicat et il en fait la remise au syndicat avec les cotisations prévues au paragraphe précédent.

5.05 Lorsque l'une ou l'autre des parties demande au Tribunal administratif du travail de statuer si une personne est comprise dans l'unité de négociation, l'employeur retient la cotisation syndicale ou son équivalent jusqu'à la décision du tribunal pour la remettre ensuite en conformité avec ladite décision.

Cette retenue se fait à compter du début de la période comptable suivant le dépôt d'une requête à cette fin.

5.06 L'employeur porte à la connaissance du syndicat les postes vacants et nouvellement créés selon les modalités négociées et agréées à l'échelle locale.

L'employeur informe aussitôt que possible le syndicat de l'embauchage de toute nouvelle personne salariée.

5.07 Le montant des retenues syndicales doit apparaître sur les formules T-4 et Relevé 1 conformément aux différents règlements des ministères impliqués.

ARTICLE 6

LIBERTÉ D'ACTION SYNDICALE

6.01 Le syndicat fournit à l'employeur, dans les trente (30) jours de la date d'entrée en vigueur de la présente convention collective, les noms de ses officiers locaux, de ses déléguées ou de ses délégués, de ses représentantes ou de ses représentants locaux et des membres du comité de grief. Il communique également à l'employeur toute modification à cette liste dans les dix (10) jours de la nomination ou de l'élection de ces membres aux différents postes.

6.02 Activités syndicales externes

Les jours de libération accordés pour toute activité syndicale externe sont puisés à même la banque annuelle de libérations établie en proportion du nombre de personnes salariées comprises dans l'unité de négociation selon le tableau suivant :

Nombre de personnes salariées dans l'unité au 1 ^{er} janvier de chaque année	Nombre de jours de libération avec solde par année	
	Établissement ne résultant pas d'une fusion en vertu de la Loi ^{1 2}	CISSS ou 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 et plus	150	420

¹ Loi modifiant l'organisation et la gouvernance du réseau de la santé et des services sociaux notamment par l'abolition des agences régionales, RLRQ, c. O-7.2 (Loi 10).

² Incluant le Centre intégré de santé et de services sociaux des Îles.

Ces journées ne comprennent pas le temps alloué pour l'application des paragraphes 6.05 et 6.19.

Après épuisement du nombre de jours de libération fixés ci-dessus, les personnes salariées désignées par le syndicat peuvent s'absenter de leur travail, sans solde, pour assister à ces activités. Dans un tel cas, l'employeur continue à verser le salaire, et ce, en autant que le syndicat lui rembourse le salaire, les bénéfices marginaux et la part de l'employeur aux régimes d'avantages sociaux.

6.03 Pour bénéficier des absences mentionnées au paragraphe 6.02, le syndicat transmet à l'employeur, au moins dix (10) jours à l'avance, une demande écrite signée par sa représentante ou son représentant. Cette demande doit contenir le nom de la ou des personnes pour qui l'absence est demandée, ainsi que la nature, la durée et le lieu de l'activité syndicale justifiant la demande.

Dans les cas où, pour une raison imprévisible ou urgente, le délai de dix (10) jours de calendrier prévu pour les libérations pour activités syndicales ne peut être respecté, le syndicat communique par écrit les raisons pour lesquelles l'avis de dix (10) jours n'a pas été respecté.

Les horaires de travail de ces personnes salariées ne sont en aucune façon modifiés du fait desdites libérations à moins d'entente entre les parties.

6.04 Sous réserve des dispositions du paragraphe 6.20, il est convenu qu'un maximum de deux (2) membres d'un même service peuvent s'absenter simultanément pour les raisons prévues au paragraphe 6.02 de la présente convention collective.

6.05 Une personne salariée qui est membre d'un comité conjoint national, régional ou local formé de représentantes ou de représentants désignés par le gouvernement et/ou l'employeur d'une part, et de représentantes ou de représentants désignés par le syndicat d'autre part, ou la personne salariée qui est appelée par le comité à y participer, a le droit de s'absenter sans perte de salaire pour assister aux séances de ce comité ou pour effectuer un travail requis par ce comité.

Les horaires de travail de cette personne salariée ne sont en aucune façon modifiés du fait desdites libérations, à moins d'entente entre les parties.

6.06 Congé sans solde pour fonction syndicale

Toute personne salariée appelée par le syndicat ou la centrale avec laquelle son syndicat est affilié, à exercer une fonction syndicale d'une façon permanente (trois (3) mois au minimum) conserve et accumule son ancienneté et conserve ses droits à la date de son départ, mais elle ne reçoit ni n'acquiert de la part de l'employeur aucun salaire et bénéfice.

Le syndicat doit demander par écrit au moins quinze (15) jours à l'avance, ce congé sans solde et fournir à l'employeur les détails que celui-ci juge utiles.

La personne salariée exerçant une fonction syndicale pourra bénéficier de l'assurance collective alors en vigueur si la personne salariée paie d'avance en entier la prime (portion employeur-employé) pour son assurance et que les clauses du contrat d'assurance le permettent.

Sous réserve des dispositions du paragraphe 23.26, sa participation au régime de base d'assurance maladie est obligatoire et elle doit payer seule toutes les contributions et primes nécessaires à cet effet.

6.07 S'il s'agit d'une fonction non élective, la personne salariée doit faire son choix dans un délai de quinze (15) mois à compter de sa libération. Ce délai expiré, elle ne peut exiger de revenir au service de l'employeur et elle est considérée comme ayant donné sa démission.

6.08 Dans le cas d'une fonction élective, le congé sans solde est renouvelable automatiquement d'année en année, en autant que la personne salariée continue d'occuper cette fonction.

6.09 La personne salariée qui désire reprendre son emploi et qui remplit les conditions mentionnées aux paragraphes 6.07 et 6.08, doit donner à l'employeur un préavis d'au moins quinze (15) jours.

6.10 À l'expiration du congé sans solde pour fonction syndicale suivant les modalités ci-haut prévues, la personne salariée peut reprendre son emploi chez l'employeur. Toutefois, si le poste que la personne salariée détenait au moment de son départ n'est pas disponible, elle doit se prévaloir des dispositions relatives à la supplantation et/ou mise à pied prévues à la convention collective.

6.11 Activités syndicales internes

Les jours de libération accordés pour toute activité syndicale interne aux fins d'application de la présente convention collective sont puisés à même la banque annuelle de libérations établie en proportion du nombre de personnes salariées comprises dans l'unité de négociation selon le tableau suivant :

Nombre de personnes salariées dans l'unité au 1 ^{er} janvier de chaque année	Nombre de jours de libération avec solde par année		
	Établissement ne résultant pas d'une fusion en vertu de la Loi 10 ³	CISSS ou CIUSSS dont la distance entre les deux (2) installations les plus éloignées est de moins de 240 km	CISSS ou CIUSSS dont la distance entre les deux (2) installations les plus éloignées est de 240 km et plus
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 et plus	415	1 020	1 140

3. Incluant le Centre intégré de santé et de services sociaux des Îles.

La distance entre les deux (2) installations les plus éloignées d'un centre intégré de santé et de services sociaux (CISSS) ou d'un centre intégré universitaire de santé et de services sociaux (CIUSSS) se calcule par voie routière, à l'intérieur du territoire couvert par l'établissement.

Ces jours ne comprennent pas le temps alloué pour l'application des paragraphes 6.05, 6.12 et 6.13 ni le temps alloué pour la tenue des rencontres entre l'employeur et un représentant syndical, qu'elles soient à l'initiative de l'une ou l'autre des parties.

Après épuisement du nombre de jours de libération fixés ci-dessus, les jours de libération prévus au paragraphe 6.02 peuvent être utilisés aux fins d'activités syndicales internes. Les personnes salariées désignées par le syndicat peuvent également s'absenter de leur travail, sans solde, pour assister à ces activités. Dans ce dernier cas, l'employeur continue à verser le salaire, et ce, en autant que le syndicat lui rembourse le salaire, les bénéfices marginaux et la part de l'employeur aux régimes d'avantages sociaux.

6.12 À l'occasion d'un arbitrage à l'établissement, une ou un (1) membre du comité de grief, la personne intéressée et/ou les témoins sont libérés, sans perte de salaire. Dans le cas de grief collectif, un maximum de trois (3) personnes salariées intéressées de l'établissement ainsi que les témoins peuvent s'absenter sans perte de salaire. Toutefois, les personnes ci-haut mentionnées ne quittent leur travail que pour le temps jugé nécessaire par l'arbitre.

Exceptionnellement, ou s'il est physiquement impossible que l'arbitrage ait lieu à l'établissement, les personnes salariées peuvent s'absenter aux conditions ci-dessus énumérées.

6.13 Aux fins d'assister aux séances d'arrangements locaux et de négociation locale, l'employeur libère, sans perte de salaire, les personnes salariées désignées par le syndicat.

Le nombre de personnes salariées libérées est fixé comme suit, en fonction du nombre de personnes salariées comprises dans l'unité de négociation le 1^{er} janvier de chaque année :

Nombre de personnes salariées dans l'unité	Nombre de personnes salariées libérées
1-250	2
251-1000	3
1001 et plus	4

Aux fins de la préparation des séances d'arrangements locaux et de négociation locale, les personnes salariées bénéficient d'un jour de préparation par jour de négociation.

6.14 L'employeur met à la disposition du syndicat, un local aménagé que le syndicat ou l'agente ou l'agent syndical libéré peut utiliser afin de recevoir en consultation les personnes salariées aux fins d'enquêtes, demandes de renseignements ou toute autre information syndicale.

La localisation ainsi que la possibilité de mettre à la disposition du syndicat plus d'un local syndical dans l'établissement ayant plusieurs installations peuvent faire l'objet d'un arrangement local.

Dans les cas où le local ne peut servir exclusivement à des fins syndicales, l'employeur met à la disposition du syndicat une filière fermant à clé.

6.15 Aux fins d'application du présent article, la personne salariée libérée de son travail, sans perte de salaire, reçoit une rémunération équivalant à celle qu'elle recevrait si elle était au travail.

6.16 La personne salariée à temps partiel qui bénéficie de libérations syndicales avec solde voit celles-ci considérées aux fins d'établir sa prestation d'assurance salaire ainsi que les indemnités prévues à l'article relatif aux droits parentaux et, s'il y a lieu, son indemnité de mise à pied en sécurité d'emploi.

6.17 La période de référence aux fins d'application des quanta de libérations est du 1^{er} avril au 31 mars.

6.18 Le nombre de personnes salariées comprises dans l'unité de négociation, le 1^{er} janvier de chaque année, est celui considéré aux fins du calcul des journées de libération.

6.19 Officiers aux instances syndicales nationales

Le Syndicat canadien de la fonction publique (SCFP-FTQ) transmet au Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS), au plus tard le 15 septembre de chaque année, la liste des personnes salariées membres d'une instance nationale devant être libérées durant l'année en vertu du présent paragraphe ainsi que leur établissement d'origine.

Le SCFP-FTQ transmet également au CPNSSS, la liste des libérations syndicales accordées en vertu du présent paragraphe.

La personne salariée peut s'absenter de son travail, sans perte de salaire, pour exercer sa fonction d'officier à une instance syndicale nationale.

Le nombre total de jours de libération prévu à cette fin est de deux cents (200) jours par année.

6.20 Lorsqu'une demande de libération pour activités syndicales entraîne pour l'employeur un problème lié à la continuité des activités du service, il communique avec le syndicat afin de tenter de trouver une solution.

ARTICLE 7

RÉMUNÉRATION

7.01 À moins de dispositions contraires, la personne salariée reçoit le salaire du poste qu'elle occupe.

Il est entendu que les périodes d'orientation sont rémunérées.

7.02 Toute disposition ayant pour objet d'accorder une garantie de salaire ou une non diminution de salaire à une personne salariée doit être interprétée et appliquée comme accordant une garantie de salaire horaire ou une non diminution de salaire horaire.

Malgré ce qui précède, la garantie de salaire ou la non diminution de salaire est hebdomadaire dans le cas où, lors de l'application de la procédure de supplantation ou d'une mesure spéciale prévues à l'article 14, une personne salariée est transférée dans le même statut ou en supprime une autre du même statut.

Aucune personne salariée ne subit de diminution de salaire à la suite d'une promotion ou d'un transfert.

7.03 La personne salariée promue reçoit au départ, dans son nouveau titre d'emploi, le salaire prévu à l'échelle de ce titre d'emploi immédiatement supérieur à celui qu'elle recevait dans le titre d'emploi qu'elle quitte.

Si, dans les douze (12) mois de sa promotion, la personne salariée reçoit dans son nouveau titre d'emploi un salaire moindre que celui qu'elle aurait reçu dans le titre d'emploi qu'elle a quitté, elle reçoit, à compter de cette date et jusqu'à son avancement d'échelon à la date anniversaire de sa promotion, le salaire qu'elle aurait reçu dans le titre d'emploi qu'elle a quitté.

7.04 Dans le cas de rétrogradation, la personne salariée se situe dans sa nouvelle échelle de salaire à l'échelon correspondant à ses années de service dans l'établissement.

7.05 Dans le cas de promotion, la date d'augmentation statutaire est la date anniversaire de sa promotion.

Dans le cas de transfert ou de rétrogradation, la date d'augmentation statutaire est la date anniversaire d'embauchage.

7.06 Dans les cas de promotion, transfert et rétrogradation, la personne salariée bénéficie, s'il y a lieu, des dispositions de l'article 17 (Années d'expérience antérieure).

7.07 Disposition spéciale

Nonobstant les termes « comme si elle était au travail », « sans perte de rémunération » ou toute autre appellation au même effet contenue à la présente convention collective, les primes de fin de semaine, de soir et de nuit ne sont considérées ou payées que lorsque l'inconvénient est subi. De la même manière, la prime de quart de rotation n'est pas considérée ou payée lors de toute absence prévue à la convention collective.

7.08 La personne salariée qui, durant une semaine, travaille à différents postes, reçoit le salaire du poste le mieux rémunéré, pourvu qu'elle l'ait occupé durant la moitié de la semaine normale de travail.

Le présent paragraphe ne s'applique pas aux personnes salariées de la liste de rappel.

7.09 La personne salariée qui travaille à un autre ou à différents postes et qui ne bénéficie pas des avantages du paragraphe 7.08, reçoit le salaire du poste le mieux rémunéré pour les heures travaillées à ce poste, en autant qu'elle l'ait occupé au moins une (1) heure continue.

7.10 À l'occasion d'un changement de quart de travail, il doit toujours s'écouler un minimum de seize (16) heures entre la fin et la reprise du travail à défaut de quoi, la personne salariée est rémunérée au taux et demi pour les heures effectuées à l'intérieur du seize (16) heures.

Les parties peuvent, par arrangement local, réduire le nombre d'heures minimum entre la fin et la reprise du travail.

L'intervalle minimal entre deux (2) quarts de travail ne peut constituer un frein aux aménagements de temps de travail et à l'autogestion des horaires.

7.11 Rémunération à Noël et au jour de l'An

Le salaire régulier de la personne salariée qui travaille effectivement le jour de Noël ou le jour de l'An est le salaire prévu à son échelle de salaire, majoré de cinquante pour cent (50 %).

7.12 La personne salariée à temps partiel bénéficie des dispositions de la présente convention.

Ses gains sont calculés au prorata des heures travaillées.

7.13 Les bénéfices marginaux de la personne salariée à temps partiel se calculent et se paient de la façon suivante :

1- Congés fériés payés :

5,7 % applicable :

- sur le salaire, les suppléments, les primes¹ et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H, versé sur chaque paie;
- sur le salaire qu'elle aurait reçu n'eut été d'une absence pour maladie non rémunérée survenue alors qu'elle était affectée sur son poste ou sur une assignation, versé sur chaque paie.

1,28 % applicable sur la prestation d'assurance salaire reçue pendant les trois (3) premiers mois d'une invalidité et 2,19 % pendant les neuf (9) mois suivant, versé sur chaque paie.

¹ Les primes de fin de semaine, de soir et de nuit et de quart de rotation ne sont pas considérées.

2- Congé annuel :

Un des pourcentages suivants :

Années de service Au 30 avril	Nombre de jours ouvrables de congé annuel	Pourcentage %
Moins de 15 ans	20 jours	8,77 %
15 ans	21 jours	9,25 %
16 ans	22 jours	9,73 %
17 ans	23 jours	10,22 %
18 ans	24 jours	10,71 %
19 ans et plus	25 jours	11,21 %

Le pourcentage est applicable :

- sur le salaire, les suppléments, les primes² et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H;
- sur le salaire qu'elle aurait reçu n'eut été d'une absence pour maladie non rémunérée survenue alors qu'elle était affectée sur son poste ou sur une assignation;
- sur le salaire de base à partir duquel sont établies l'indemnité de congé de maternité, de paternité, d'adoption et de retrait préventif;
- sur le salaire à partir duquel les prestations d'assurance salaire sont établies, pendant les douze (12) premiers mois d'une invalidité incluant celle prévue en cas de lésion professionnelle.

3- Congé de maladie :

4,21 % applicable :

- sur le salaire, versé sur chaque paie;
- sur le salaire qu'elle aurait reçu n'eut été d'une absence pour maladie non rémunérée survenue alors qu'elle était affectée sur son poste ou sur une assignation, versé sur chaque paie;
- sur le salaire de base à partir duquel sont établies l'indemnité de congé de maternité, de paternité, d'adoption et de retrait préventif, versé sur chaque paie. Cependant, le montant calculé pendant un retrait préventif n'est pas versé sur chaque paie mais accumulé et versé en même temps que la paie de vacances.

Toutefois, la nouvelle personne salariée à temps partiel qui n'a pas complété trois (3) mois de service continu ainsi que la personne salariée à temps partiel qui a choisi en vertu des dispositions du paragraphe 23.01 de ne pas être couverte par les régimes d'assurance, reçoivent sur chaque paie 6,21 % plutôt que 4,21 % applicable sur les montants ci-haut prévus.

² Les primes de fin de semaine, de soir et de nuit et de quart de rotation ne sont pas considérées.

7.14 Possibilité de monnayer certains congés

La personne salariée à temps complet peut, après autorisation de l'employeur, monnayer à taux simple, en lieu et place de la prise de ces congés, un ou plusieurs des congés suivants :

- les journées de congé annuel (vacances) accumulées qui excèdent celles prévues à la Loi sur les normes du travail (RLRQ, c. N-1.1);
- un maximum de cinq (5) congés fériés accumulés dans une banque si une telle possibilité a été convenue par les parties locales;
- les congés mobiles, s'il y a lieu.

La personne salariée à temps partiel peut, après autorisation de l'employeur, monnayer à taux simple, en lieu et place de la prise de ces congés, les journées de congé annuel (vacances) accumulées.

Dans le cas où, un ou des congés sont monnayés pendant le délai de carence, prévu aux paragraphes 23.29 a) et 23.44, ceci n'a pas pour effet de l'interrompre ou de le prolonger.

7.15 Fonds de solidarité

À la demande de la personne salariée, l'employeur procède à une retenue sur la paie aux fins de contributions au Fonds de solidarité FTQ à la condition qu'au moins vingt-cinq (25) personnes salariées de l'unité de négociation en fassent la demande. Dans l'éventualité où cette condition n'est pas satisfaite, une telle retenue est possible si 5 % des personnes salariées de l'unité de négociation font cette demande.

7.16 Titres d'emploi

Les titres d'emploi, les libellés, les taux et les échelles de salaire apparaissent à la nomenclature qui découle du document sessionnel no. 2575-20051215 du 15 décembre 2005 et à ses modifications subséquentes.

Cette nomenclature s'intitule : « Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux ». Elle fait partie intégrante de la présente convention collective.

Les libellés constituent un énoncé des attributions principales des titres d'emploi. Rien dans la nomenclature des titres d'emploi, des libellés, des taux et échelles de salaire n'empêche qu'une personne salariée soit requise d'accomplir l'ensemble des activités que lui autorise d'accomplir son appartenance à un ordre professionnel.

L'employeur paie à la personne salariée le salaire prévu à la nomenclature pour son titre d'emploi.

Le nombre d'heures hebdomadaire de travail est celui ou ceux prévus à chacun des titres d'emploi et est réparti sur un maximum de cinq (5) jours.

Cependant, l'employeur et une personne salariée peuvent, après entente, convenir d'une répartition du travail différente du nombre d'heures hebdomadaire de travail prévu à son titre d'emploi, à la condition que le nombre total de jours et d'heures travaillés durant la période déterminée aux fins de l'étalement n'excède pas celui qui aurait été normalement travaillé durant cette même période. Les modalités d'étalement des heures de travail sont déterminées par les parties locales. Ces modalités ne doivent pas affecter la stabilité des équipes de travail, ni engendrer de temps supplémentaire pour la personne salariée qui en bénéficie.

Aux fins de qualification au temps supplémentaire, la journée régulière de travail pour la personne salariée à temps complet ou à temps partiel et la personne salariée qui fait le remplacement est celle prévue au nouvel horaire. La semaine régulière de travail pour la personne salariée à temps complet ou la personne salariée qui en fait le remplacement pour la totalité est celle prévue au nouvel horaire. Pour la personne salariée qui fait du remplacement sur deux (2) types d'horaire, un horaire régulier et un horaire atypique, la semaine régulière de travail est celle prévue au titre d'emploi de l'horaire régulier.

Le nombre d'heures de la semaine régulière de travail applicable à l'établissement est celui mentionné à la convention collective venant à échéance le 30 juin 1998, à moins que les parties locales aient convenues d'un nombre d'heures différent.

Les parties locales peuvent, dans des circonstances particulières ou exceptionnelles, convenir de l'utilisation pour un titre d'emploi d'un nombre d'heures différent de celui applicable dans l'établissement.

Dans le cas où un nombre d'heures hebdomadaire de travail n'est pas prévu à un titre d'emploi de la nomenclature, les parties locales peuvent convenir de demander conjointement au ministère de la Santé et des Services sociaux de modifier ce titre d'emploi de la nomenclature afin de prévoir le nouveau nombre d'heures hebdomadaire de travail en vertu du pouvoir qui lui est reconnu au paragraphe 8.02.

Règles d'application des échelles de salaire

7.17 La personne salariée à l'emploi de l'établissement à la date d'entrée en vigueur de la présente convention collective est intégrée dans l'échelle de salaire prévue à son titre d'emploi, à l'échelon correspondant à celui qu'elle détenait dans l'échelle de salaire en vigueur au terme de la convention collective antérieure.

7.18 La personne salariée qui, antérieurement à la date d'entrée en vigueur de la présente convention collective, assumait un contenu de tâches qui correspond à l'un des nouveaux titres d'emploi est intégrée dans l'échelle de salaire prévue à son nouveau titre d'emploi, selon le nombre d'années d'expérience reconnue selon les dispositions de l'article 17 (Années d'expérience antérieure).

7.19 La personne salariée embauchée après la date d'entrée en vigueur de la présente convention collective est intégrée à l'échelon correspondant au nombre d'années d'expérience reconnue selon les dispositions de l'article 17 (Années d'expérience antérieure) dans l'échelle de salaire prévue pour son titre d'emploi.

Application des échelles de salaire

7.20 Au 1^{er} avril de chaque année, la personne salariée est classée, dans l'échelle de salaire qui devient applicable à cette date, à l'échelon qui correspond horizontalement à celui qu'elle occupait au 31 mars précédent.

Avancement dans les échelles de salaire

7.21 Si le nombre d'échelons de l'échelle de salaire le permet, à chaque fois qu'une personne salariée complète une (1) année de service dans son titre d'emploi, elle est portée à l'échelon supérieur à celui qu'elle détient.

Aux fins d'application de l'alinéa précédent, la personne salariée à temps partiel complète une (1) année d'expérience lorsqu'elle a accumulé l'équivalent du nombre de jours de travail apparaissant au tableau ci-dessous en fonction du nombre de jours de vacances dont elle bénéficie.

Nombre de jours ouvrables de congé annuel	Nombre de jours de travail requis
20	225
21	224
22	223
23	222
24	221
25	220

Les journées de libérations syndicales de la personne salariée à temps partiel, à l'exclusion de celles prévues aux paragraphes 6.06 à 6.08, sont considérées comme des jours de travail aux fins d'avancement dans l'échelle de salaire.

Aux fins d'avancement dans l'échelle de salaire, la personne salariée à temps partiel se voit reconnaître pour un même titre d'emploi les jours travaillés depuis le 1^{er} janvier 1990 dans un autre établissement du réseau. Elle peut demander à chacun de ses employeurs, une (1) fois par année civile, une attestation écrite des jours travaillés. La personne salariée se voit reconnaître, à compter de la date de remise de l'attestation, l'expérience acquise aux fins d'avancement dans l'échelle de salaire.

Une personne salariée ne peut se voir créditer plus d'une (1) année d'expérience par période de douze (12) mois de calendrier.

Toutefois, l'année ou fraction d'année de service acquise de même que les jours de travail accumulés au cours de l'année 1983 ne sont pas crédités dans la détermination de la date d'avancement d'échelon de la personne salariée.

Classification et reclassification

7.22 Dans les quarante-cinq (45) jours de la date d'entrée en vigueur de la présente convention, l'employeur précise le titre d'emploi de chaque personne salariée.

7.23 L'employeur procède, en tout temps durant la convention collective, aux reclassifications qui s'imposent.

7.24 Le réajustement des gains de la personne salariée reclassifiée en vertu du paragraphe précédent est rétroactif à la date où la personne salariée a commencé à exercer les fonctions qui lui ont valu la reclassification, mais sans toutefois dépasser la date d'entrée en vigueur de la présente convention.

Reclassification

7.25 La personne salariée détentrice d'un baccalauréat en soins infirmiers et titulaire d'un poste d'infirmier ou infirmière est reclassifiée, dans ce poste, au titre d'emploi d'infirmier clinicien ou infirmière clinicienne, à la condition qu'elle s'engage à effectuer les fonctions de ce titre d'emploi. La reclassification s'effectue lorsque la personne salariée remet à l'employeur le diplôme ou le bulletin final attestant l'obtention du diplôme.

La personne salariée détentrice d'un baccalauréat en soins infirmiers et qui est exclue du processus de titularisation tel que prévu à l'annexe S de la présente convention collective est reclassifiée, au titre d'emploi d'infirmier clinicien ou infirmière clinicienne, à la même condition que celle prévue au premier (1^{er}) alinéa.

7.26 Personnes salariées hors taux ou hors échelle

A) La personne salariée dont le taux de salaire, le jour précédant la date de la majoration des salaires et échelles de salaire, est plus élevé que le taux unique ou que le maximum de l'échelle de salaire en vigueur pour son titre d'emploi, bénéficie, à la date de la majoration des salaires et échelles de salaire, d'un taux minimum d'augmentation qui est égal à la moitié du pourcentage d'augmentation applicable, au 1^{er} avril de la période en cause par rapport au 31 mars précédent, au taux unique de salaire, ou à l'échelon situé au maximum de l'échelle du 31 mars précédent correspondant à son titre d'emploi.

B) Si l'application du taux minimum d'augmentation déterminé à l'alinéa précédent a pour effet de situer au 1^{er} avril une personne salariée qui était hors échelle ou hors taux au 31 mars de l'année précédente à un salaire inférieur à l'échelon maximum de l'échelle ou au taux unique de salaire correspondant à son titre d'emploi, ce taux minimum d'augmentation est porté au pourcentage nécessaire pour permettre à cette personne salariée l'atteinte du niveau de cet échelon ou de ce taux unique de salaire.

C) La différence entre, d'une part, le pourcentage d'augmentation de l'échelon maximum de l'échelle ou du taux unique de salaire correspondant au titre d'emploi de la personne salariée et, d'autre part, le taux minimum d'augmentation établi conformément aux deux (2) alinéas précédents, lui est versée sous forme d'un montant forfaitaire calculé sur la base de son taux de salaire au 31 mars précédent.

D) Le montant forfaitaire est réparti et versé à chaque période de paie au prorata des heures régulières rémunérées pour la période de paie.

7.27. Paramètres généraux d'augmentation salariale

Les paramètres généraux d'augmentation salariale octroyée sont:

A) Période allant du 1^{er} avril 2023 au 31 mars 2024

Chaque taux et chaque échelle³ de salaire en vigueur le 31 mars 2023 est majoré de 6,00 %⁴ avec effet le 1^{er} avril 2023.

B) Période allant du 1^{er} avril 2024 au 31 mars 2025

Chaque taux et chaque échelle³ de salaire en vigueur le 31 mars 2024 est majoré de 2,80 %⁴ avec effet le 1^{er} avril 2024.

C) Période allant du 1^{er} avril 2025 au 31 mars 2026

Chaque taux et chaque échelle³ de salaire en vigueur le 31 mars 2025 est majoré de 2,60 %⁴ avec effet le 1^{er} avril 2025.

D) Période allant du 1^{er} avril 2026 au 31 mars 2027

Chaque taux et chaque échelle³ de salaire en vigueur le 31 mars 2026 est majoré de 2,50 %⁴ avec effet le 1^{er} avril 2026.

E) Période allant du 1^{er} avril 2027 au 31 mars 2028

Chaque taux et chaque échelle³ de salaire en vigueur le 31 mars 2027 est majoré de 3,50 %⁴ avec effet le 1^{er} avril 2027.

7.28 Clause d'ajustement

Un ajustement salarial pourrait s'appliquer selon les modalités suivantes :

- 1- Au 31 mars 2026, chaque taux et chaque échelle⁵ de salaire en vigueur le 30 mars 2026 est majoré de la variation en pourcentage entre la moyenne annuelle de l'indice des prix à la consommation au Québec en 2025-2026 et la moyenne annuelle de l'indice des prix à la consommation au Québec en 2024-2025, laquelle variation est diminuée de 2,60 points de pourcentage. La majoration⁶ ne peut être supérieure à 1,00 %.

³ La majoration des taux et des échelles de salaire est calculée sur la base du taux horaire. Les taux uniques des rangements sont calculés sur la base d'un gain de carrière de 33 ans. Les rangements des titres d'emplois sont ceux indiqués à l'annexe AA, sous réserve des modalités prévues à d'autres ententes. Les structures salariales sont celles prévues à l'annexe Z.

⁴ Toutefois, les clauses des conventions collectives relatives aux personnes salariées hors taux ou hors échelle s'appliquent. Il s'agit du paragraphe 7.26 de la convention collective.

⁵ La majoration des taux et des échelles de traitement est calculée sur la base du taux horaire. Les taux uniques des rangements sont calculés sur la base d'un gain de carrière de 33 ans. Les rangements des titres d'emplois sont ceux indiqués à l'annexe AA, sous réserve des modalités prévues à d'autres ententes.

⁶ Exceptionnellement, les clauses des conventions collectives relatives aux personnes salariées hors taux ou hors échelle s'appliquent. Advenant l'ajustement salarial en fonction de la clause d'ajustement, l'application des clauses hors taux ou hors échelle se fait plutôt au 31 mars de la période en cause par rapport au 30 mars précédent pour tenir compte d'un tel ajustement.

- 2- Au 31 mars 2027, chaque taux et chaque⁵ échelle de salaire en vigueur le 30 mars 2027 est majoré de la variation en pourcentage entre la moyenne annuelle de l'indice des prix à la consommation au Québec en 2026-2027 et la moyenne annuelle de l'indice des prix à la consommation au Québec en 2025-2026, laquelle variation est diminuée de 2,50 points de pourcentage. La majoration⁶ ne peut être supérieure à 1,00 %.
- 3- Au 31 mars 2028, chaque taux et chaque échelle⁵ de salaire en vigueur le 30 mars 2028 est majoré de la variation en pourcentage entre la moyenne annuelle de l'indice des prix à la consommation au Québec en 2027-2028 et la moyenne annuelle de l'indice des prix à la consommation au Québec en 2026-2027, laquelle variation est diminuée de 3,50 points de pourcentage. La majoration⁶ ne peut être supérieure à 1,00 %.

Pour chaque majoration calculée précédemment, si le résultat est inférieur à 0,05 % les taux des échelles de salaire ne sont pas modifiés.

Les ajustements salariaux prévus aux paragraphes précédents sont appliqués sur la paie des personnes salariées et payés rétroactivement dans les cent quatre-vingt (180) jours suivant la publication des données par Statistique Canada.

Aux fins du calcul de cette clause :

- 1- L'indice des prix à la consommation au Québec correspond à la moyenne par année financière (d'avril à mars) pour l'ensemble des produits, dont la source est Statistique Canada, Tableau 18-10-0004-01 Indice des prix à la consommation, mensuelle, non désaisonnalisé;
- 2- La variation de l'indice des prix à la consommation est exprimée en pourcentage et ce pourcentage est arrondi à deux décimales.

En aucun cas l'ajustement salarial ne peut être négatif.

7.29 Technique d'indexation

Les taux des échelles de salaire sont exprimés sur une base horaire. Lorsque doivent s'appliquer des paramètres généraux d'indexation ou d'autres formes de bonifications des taux ou échelles de salaire, ceux-ci s'appliquent sur le taux horaire et sont arrondis au cent.

Aux fins de publication des conventions collectives, le nombre de semaines à considérer pour le calcul du taux annuel est de 52,18. Le taux annuel est arrondi au dollar.

Les titres d'emploi visés au paragraphe 7.30 sont majorés de la façon décrite à ces points.

Lorsque l'arrondi se fait au cent, il faut prévoir ce qui suit :

5. La majoration des taux et des échelles de traitement est calculée sur la base du taux horaire. Les taux uniques des rangements sont calculés sur la base d'un gain de carrière de 33 ans. Les rangements des titres d'emploi sont ceux indiqués à l'annexe AA, sous réserve des modalités prévues à d'autres ententes.
6. Exceptionnellement, les clauses des conventions collectives relatives aux personnes salariées hors taux ou hors échelle s'appliquent. Advenant l'ajustement salarial en fonction de la clause d'ajustement, l'application des clauses hors taux ou hors échelle se fait plutôt au 31 mars de la période en cause par rapport au 30 mars précédent pour tenir compte d'un tel ajustement.

- Quand la virgule décimale est suivie de trois (3) chiffres et plus, le troisième (3^e) chiffre et les suivants sont retranchés si le troisième (3^e) chiffre est inférieur à cinq (5). Si le troisième (3^e) chiffre est égal ou supérieur à cinq (5), le deuxième (2^e) est porté à l'unité supérieure et le troisième (3^e) et les suivants sont retranchés.

Lorsque l'arrondi se fait au dollar, il faut prévoir ce qui suit :

- Quand la virgule décimale est suivie d'un (1) chiffre et plus, le premier (1^{er}) chiffre et les suivants sont retranchés si le premier (1^{er}) chiffre est inférieur à cinq (5). Si le premier (1^{er}) chiffre est égal ou supérieur à cinq (5), le dollar est porté à l'unité supérieure et la première (1^{ère}) décimale et les suivantes sont retranchées.

7.30 Établissement des taux et échelles de salaire applicables aux cas particuliers

La méthode décrite aux alinéas 1 et 2 est utilisée lorsqu'un paramètre d'indexation est octroyé ou une autre forme de bonification, de manière à préserver le lien avec la structure de rémunération de l'ensemble des personnes salariées des secteurs de la santé et des services sociaux, des centres de services scolaires, des commissions scolaires et des collèges.

1. Agents d'intégration (2688) et Éducateurs (2691)

a) Classe 1

L'échelle de salaire applicable à la classe 1 des titres d'emploi 2688 et 2691 est celle prévue selon son rangement à l'annexe AA.

b) Classe 2

Agents d'intégration (2688) et Éducateurs (2691)

Les échelons 2 à 13 applicables à la classe 2 des titres d'emploi 2688 et 2691 sont respectivement les échelons 1 à 12 de l'échelle de salaire applicable à la classe 1 du même titre d'emploi.

L'échelon 1 applicable à la classe 2 est établi de la manière suivante :

$$\text{Échelon 1, Classe 2} = \text{Échelon 1, Classe 1} / (\text{Interéchelon moyen, Classe 1})$$

Le tout arrondi au cent.

L'interéchelon moyen est établi de la manière suivante :

$$\text{Interéchelon moyen, Classe 1} = \frac{\left(\frac{\text{Échelon maximum, Classe 1}}{\text{Échelon minimum, Classe 1}} \right)^{\frac{1}{\text{Nombre d'échelons, Classe 1} - 1}}}{1}$$

2. Emplois-remorques

Le taux ou l'échelle de salaire applicable à chacun des titres d'emploi identifiés à l'annexe BB est modifié de manière à assurer un écart avec chaque échelon du titre d'emploi de référence.

Le taux ou l'échelle de salaire de l'emploi-remorque est établi de la manière suivante :

$$\text{Taux de l'échelon}_{n, \text{Emploi-remorque}} = \text{Taux de l'échelon}_{n, \text{Emploi référence}} \times \% \text{ d'ajustement}$$

où n = numéro de l'échelon

Le tout arrondi au cent.

Le pourcentage d'ajustement est présenté à l'annexe BB.

Lorsque le titre d'un emploi-remorque ne contient qu'un échelon, l'ajustement se calcule à partir de l'échelon 1 du titre d'emploi de référence.

Dans le cas des apprentis de métier, le taux de l'emploi de référence correspond à la moyenne des taux uniques des titres d'emploi de référence.

Les dispositions du présent paragraphe n'ont pas pour objet de modifier le nombre d'échelons de l'emploi-remorque.

7.31 Majoration des primes et suppléments

Chaque prime et chaque supplément, à l'exception des primes fixes et des primes et suppléments exprimés en pourcentage, est majoré à compter de la même date et du même pourcentage ainsi qu'il est déterminé aux alinéas A), B), C), D) et E) du paragraphe 7.27 et est ajusté du pourcentage déterminé au paragraphe 7.28, et versé selon les mêmes modalités d'application, le cas échéant. La prime fixe est la suivante :

- ancienneté.

Les taux de ces primes et suppléments apparaissent à la convention collective.

7.32 La personne salariée sur un quart stable de soir ou de nuit affectée à un quart de jour pour fin d'acquisition de connaissances, de techniques ou d'expérience pratique, reçoit durant ce stage une rémunération équivalant à celle qu'elle recevrait si elle était demeurée sur le quart de soir ou de nuit.

ARTICLE 8

MÉCANISME DE MODIFICATIONS À LA NOMENCLATURE DES TITRES D'EMPLOI, DES LIBELLÉS, DES TAUX ET DES ÉCHELLES DE SALAIRE

Dispositions générales

8.01 Toute modification à la nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire est soumise à la procédure prévue ci-après.

8.02 Le ministère de la Santé et des Services sociaux (MSSS) est le seul autorisé à abolir ou à modifier un titre d'emploi prévu à la nomenclature ou à en créer un nouveau.

8.03 Un syndicat ou un regroupement syndical ou un employeur peut aussi demander une modification à la nomenclature. Pour ce faire, il doit acheminer au MSSS une demande écrite, motivée à l'aide du formulaire prévu à cet effet.

À moins que la demande soit conjointe, une copie est acheminée à l'autre partie.

Le MSSS informe les regroupements syndicaux de toute demande de modification qu'il reçoit.

8.04 Un titre d'emploi peut être créé dans les seuls cas où le MSSS détermine :

- que les attributions principales d'un emploi ne se retrouvent dans aucun libellé des titres d'emploi prévus à la nomenclature;
- que des modifications significatives sont apportées aux attributions principales d'un titre d'emploi déjà prévu à la nomenclature.

Dans tous les cas, les attributions principales d'un titre d'emploi doivent avoir un caractère permanent.

8.05 Le MSSS informe le requérant et les regroupements syndicaux de sa décision de donner suite ou non à toute demande de modification de la nomenclature.

Aux fins du présent mécanisme, les regroupements syndicaux sont les sept (7) entités syndicales suivantes : l'APTS, la FP-CSN, la FSSS-CSN, la FSQ-CSQ, la FIQ, le SCFP-FTQ et le SQEES-298-FTQ.

Chaque regroupement syndical est responsable d'informer le MSSS des coordonnées de la personne désignée pour recevoir les informations en provenance du MSSS.

Consultation sur le projet de modification

8.06 Si, au cours de la durée de la présente convention collective, le MSSS désire modifier la nomenclature, il en informe par écrit chacun des regroupements syndicaux. L'avis transmis par le MSSS doit inclure la description détaillée du projet de modification.

Dans le cas où le MSSS décide de ne pas donner suite à un projet de modification de la nomenclature suite à une demande faite en vertu des dispositions du paragraphe 8.03, il en informe les regroupements syndicaux et les parties locales visées.

8.07 Les regroupements syndicaux disposent d'un délai de quatre-vingt-dix (90) jours de la réception du projet de modification à la nomenclature pour soumettre leur avis par écrit au MSSS.

8.08 Sur demande écrite d'un regroupement syndical, le MSSS convoque une rencontre des regroupements syndicaux et des représentants du MSSS, dans le but d'échanger des informations sur le projet de modification. La rencontre doit avoir lieu dans un délai de trente (30) jours de la réception de l'avis. Le MSSS peut aussi convoquer une telle rencontre à son initiative.

8.09 Au terme du délai prévu au paragraphe 8.07, le MSSS informe les regroupements syndicaux de sa décision.

Comité national des emplois

8.10 Un comité national des emplois est créé dans les quatre-vingt-dix (90) jours de l'entrée en vigueur de la convention collective.

8.11 Le comité est composé de six (6) représentants de la partie patronale et, pour la partie syndicale, de deux (2) représentants pour les syndicats CSN et FIQ et d'un maximum de deux (2) représentants pour chacun des syndicats CSQ, APTS et FTQ.

Chaque partie se nomme une personne secrétaire; toute communication d'une partie à l'autre se fait par l'intermédiaire de la personne secrétaire.

8.12 Le comité se réunit à la demande de l'une ou l'autre des parties par un avis écrit de la personne secrétaire. La rencontre doit avoir lieu dans un délai de dix (10) jours de la réception de l'avis.

8.13 Le comité a pour mandat de déterminer le rangement applicable à tout nouveau titre d'emploi qui lui est référé par le MSSS ou à tout titre d'emploi existant pour lequel le MSSS modifie les exigences académiques.

Pour ce faire, il doit utiliser le système d'évaluation des emplois en vigueur et déterminer les cotes d'évaluation à attribuer à chacun des sous-facteurs d'évaluation.

8.14 Le comité doit constater que l'ensemble des informations pertinentes est disponible avant que ne soient entamées les discussions sur le nouveau titre d'emploi et la valeur des fonctions s'y rattachant.

Le cas échéant, le comité peut, aux fins de l'évaluation des fonctions, utiliser des emplois repères significatifs ou des manifestations repères convenues entre les parties et le guide d'interprétation du système d'évaluation. Il doit tenir compte de l'application qui en a été faite pour d'autres catégories d'emplois au sens de la Loi sur l'équité salariale (RLRQ, c. E-12.001).

8.15 Si les parties s'entendent sur l'évaluation de tous les sous-facteurs, le taux ou l'échelle de salaire rattaché au nouveau titre d'emploi est le taux ou l'échelle de référence du rangement correspondant, déterminé par le Conseil du trésor ou, s'il est complété, par le programme d'équité salariale comprenant le titre d'emploi évalué.

8.16 Toute entente au niveau du comité national des emplois est sans appel et exécutoire.

8.17 Si aucune entente n'est intervenue sur les cotes à attribuer aux sous-facteurs du système d'évaluation dans les quatre-vingt-dix (90) jours du constat prévu au paragraphe 8.14, les cotes des

sous-facteurs en litige sont soumises à l'arbitrage avec un sommaire des prétentions respectives des parties.

Procédure d'arbitrage

8.18 Les parties tentent de s'entendre sur la nomination d'un arbitre spécialisé dans le domaine de l'évaluation des emplois. À défaut d'entente dans les trente (30) jours, une des parties demande au ministre responsable du Travail de désigner cet arbitre spécialisé.

8.19 Chaque partie désigne son assesseur et assume les honoraires et les frais de celui-ci.

8.20 La juridiction de l'arbitre se limite à l'application du système d'évaluation quant aux sous-facteurs en litige qui lui sont soumis et à la preuve présentée. Il n'a aucune juridiction pour altérer le système d'évaluation des emplois, son guide d'interprétation, les taux et échelles de référence ou d'autres outils permettant de fixer l'évaluation des fonctions.

L'arbitre doit prendre en compte, aux fins de la comparaison des cotes d'évaluation, l'application qui a été faite pour d'autres catégories d'emplois.

8.21 Le rangement de l'emploi évalué correspond aux cotes des sous-facteurs faisant l'objet de consensus au comité national des emplois et celles déterminées par l'arbitre.

8.22 Le taux ou l'échelle de salaire rattaché au nouveau titre d'emploi est le taux ou l'échelle de référence du rangement correspondant, déterminé par le Conseil du trésor ou, s'il est complété, par le programme d'équité salariale comprenant le titre d'emploi évalué.

8.23 S'il est établi lors de l'arbitrage qu'une ou plusieurs fonctions n'apparaissent pas à la description, bien que les personnes salariées soient et demeurent tenues de les accomplir, l'arbitre peut décider de les inclure dans la description aux fins d'exercer la juridiction que lui attribuent les dispositions du paragraphe 8.20.

8.24 La décision de l'arbitre est finale et lie les parties. Ses honoraires et frais sont assumés à parts égales entre les parties.

Changement de salaire à la suite d'une reclassification

8.25 Le cas échéant, le réajustement des gains de la personne salariée reclassifiée en vertu des présentes est déterminé selon les dispositions de la convention collective et est rétroactif à la date à laquelle la personne salariée a commencé à exercer les fonctions du nouveau titre d'emploi mais au plus tôt à la date de mise en vigueur prévue au paragraphe 8.06.

8.26 Le versement est effectué dans les quatre-vingt-dix (90) jours suivant l'entente entre les parties ou la décision arbitrale.

Modifications à la nomenclature

8.27 Lorsque des modifications sont apportées à la nomenclature en vertu des dispositions du présent article, le MSSS en avise les parties nationales. Ces modifications entrent en vigueur à la date de cet avis.

ARTICLE 9

PRIMES

9.01 Prime d'ancienneté

La personne salariée ayant dix (10) ans et plus d'ancienneté voit son salaire majoré de cinq dollars (5,00 \$) par semaine.

Cependant, la personne salariée dont le salaire se situe au-dessus de l'échelle de salaire ne reçoit que la différence entre son échelle de salaire et le montant ci-haut mentionné.

Le présent paragraphe ne s'applique pas dans le cas des personnes salariées dont les échelles comprennent dix (10) échelons ou plus.

9.02 Primes de chef d'équipe et d'assistante ou assistant-chef d'équipe

A) Chef d'équipe

Personne salariée de la catégorie du personnel paratechnique, des services auxiliaires et de métiers ou de la catégorie du personnel de bureau, des techniciens et des professionnels de l'administration, à l'exception des techniciens et des professionnels (codes 1000 et 2000) qui, sous la direction de la ou du chef de service, tout en travaillant elle-même, voit à l'entraînement et à la coordination des activités d'un groupe de personnes salariées.

La ou le chef d'équipe reçoit une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux du 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
38,75	39,84	40,88	41,90	43,37

de plus que le maximum de l'échelle de son titre d'emploi, sauf dans le cas des titres d'emploi comportant six (6) échelons et plus, auquel cas la prime s'ajoute au salaire effectivement payé à la personne salariée.

B) Assistante ou assistant-chef d'équipe

Personne salariée de la catégorie du personnel paratechnique, des services auxiliaires et de métiers ou de la catégorie du personnel de bureau, des techniciens et des professionnels de l'administration, à l'exception des techniciens et des professionnels (codes 1000 et 2000), qui partage la responsabilité de la ou du chef d'équipe et la ou le remplace durant son absence.

L'assistante ou assistant-chef d'équipe reçoit une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux du 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
23,20	23,85	24,47	25,08	25,96

de plus que le maximum de l'échelle de son titre d'emploi, sauf dans le cas des titres d'emploi comportant six (6) échelons et plus, auquel cas la prime s'ajoute au salaire effectivement payé à la personne salariée.

C) Les fonctions de chef d'équipe et d'assistante ou assistant-chef d'équipe sont accordées selon les critères prévus aux dispositions relatives aux mutations volontaires. Cependant, les candidatures pour ces fonctions sont limitées aux personnes salariées de l'équipe pour laquelle une telle fonction est requise.

9.03 Prime de supervision et responsabilité

La personne salariée technicienne ou professionnelle de la catégorie du personnel de bureau, des techniciens et des professionnels de l'administration (codes 1000 et 2000) ou de la catégorie des techniciens et des professionnels de la santé et des services sociaux qui se voit confier la supervision et la responsabilité d'un groupe constitué d'au moins quatre (4) personnes salariées, sans égard aux titres d'emploi et à la catégorie de personnel à laquelle elles appartiennent, reçoit une prime de 5 % de son salaire de base majoré, s'il y a lieu, de la rémunération additionnelle prévue à l'article 2 de l'annexe H.

La prime ne peut être versée aux personnes salariées dont le titre d'emploi comporte une responsabilité de supervision ou de coordination.

9.04 Prime de supervision de stagiaires

La personne salariée de la catégorie du personnel paratechnique, des services auxiliaires et de métiers, de la catégorie du personnel de bureau, des techniciens et des professionnels de l'administration ou de la catégorie des techniciens et des professionnels de la santé et des services sociaux, reçoit une prime de 2 % de son salaire de base majoré, s'il y a lieu, de la rémunération additionnelle prévue à l'article 2 de l'annexe H, pour chaque quart de travail lors duquel elle est chargée d'assurer la supervision d'un ou de plusieurs stagiaires dans le cadre d'un stage faisant partie d'un programme scolaire reconnu et nécessaire à l'obtention d'un diplôme.

Cette prime ne peut être cumulative aux primes de supervision et responsabilité, de chef d'équipe et d'assistant-chef d'équipe et ne peut être versée aux personnes salariées dont le titre d'emploi comporte une responsabilité de formation ou d'enseignement.

9.05 Prime de soir et de nuit

Ces primes ne sont considérées ou payées que lorsque l'inconvénient est subi. Ces primes sont versées pour les heures effectivement travaillées visées par celles-ci.

A) La personne salariée faisant tout son service entre 14 h et 8 h reçoit chaque fois, en plus de son salaire, une prime de soir ou de nuit, pour toutes les heures de son service effectué entre 14 h 00 et 8 h 00, selon le cas.

1- Prime de soir

La prime de soir est le montant le plus élevé de 7 % du salaire horaire, de base de la personne salariée majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H ou du taux suivant :

Taux 2024-06-16 au 2025-03-31 (\$/h)	Taux 2025-04-01 au 2026-03-31 (\$/h)	Taux 2026-04-01 au 2027-03-31 (\$/h)	Taux à compter du 2027-04-01 (\$/h)
1,98	2,03	2,08	2,15

La personne salariée qui travaille soixante-dix (70) heures et plus par période de quatorze (14) jours correspondant aux périodes de paie, reçoit en lieu et place de la prime de soir prévue à l'alinéa précédent, une prime de soir de dix pour cent (10 %) du salaire horaire majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H.

Aux fins du calcul du nombre d'heures par période de quatorze (14) jours correspondant aux périodes de paie prévu à l'alinéa précédent, sont considérées les heures rémunérées. Ces heures incluent les absences autorisées rémunérées, mais excluent les heures en temps supplémentaires, et ce, sans égard aux quarts de travail et aux titres d'emploi pour lesquels ces heures ont été travaillées.

2- Prime de nuit

La prime de nuit est le montant le plus élevé de quatorze pour cent (14 %) du salaire horaire, majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H ou du taux suivant :

Taux 2024-06-16 au 2025-03-31 (\$/h)	Taux 2025-04-01 au 2026-03-31 (\$/h)	Taux 2026-04-01 au 2027-03-31 (\$/h)	Taux à compter du 2027-04-01 (\$/h)
3,97	4,07	4,17	4,32

La personne salariée qui travaille soixante-dix (70) heures et plus par période de quatorze (14) jours correspondant aux périodes de paie, reçoit en lieu et place de la prime de nuit prévue à l'alinéa précédent, une prime de nuit de dix-huit pour cent (18 %) du salaire horaire majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à

l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H.

Aux fins du calcul du nombre d'heures par période de quatorze (14) jours correspondant aux périodes de paie prévu à l'alinéa précédent, sont considérées les heures rémunérées. Ces heures incluent les absences autorisées rémunérées, mais excluent les heures en temps supplémentaires, et ce, sans égard aux quarts de travail et aux titres d'emploi pour lesquels ces heures ont été travaillées.

B) La personne salariée dont le quart de travail débute avant 14 h et faisant la majorité de son service après 14 h reçoit chaque fois, en plus de son salaire, une prime de soir pour les heures travaillées à compter de 14 h selon les modalités prévues à l'alinéa A-1 du paragraphe 9.05.

C) Quant à celle qui ne fait qu'une partie de son service entre 19 h et 7 h :

1- entre 19 h et 24 h :

Cette personne salariée reçoit, en plus de son salaire, une prime de soir pour toute heure travaillée entre 19 h et 24 h selon les modalités prévues à l'alinéa A-1 du paragraphe 9.05.

2- entre 00 h et 07 h :

Cette personne salariée reçoit, en plus de son salaire, une prime de nuit pour toute heure travaillée entre 0 h et 7 h selon les modalités prévues à l'alinéa A-2 du paragraphe 9.05.

9.06 Conversion de la prime de nuit

Pour les personnes salariées à temps complet travaillant sur un quart stable de nuit, les parties pourront convenir, par arrangement local, de convertir en temps chômé une partie de la prime ci-haut prévue, en autant qu'un tel arrangement n'entraîne aucun coût supplémentaire.

Aux fins d'application de l'alinéa précédent, le mode de conversion de la prime de nuit en jour de congés payés s'établit comme suit :

- 14 % équivaut à 28 jours pour la personne salariée ayant entre 0 et 5 ans d'ancienneté;
- 15 % équivaut à 30 jours pour la personne salariée ayant entre 5 et 10 ans d'ancienneté;
- 16 % équivaut à 32 jours pour la personne salariée ayant 10 ans et plus d'ancienneté.

9.07 Prime de quart de rotation jour/soir ou jour/nuit ou jour/soir/nuit

A) La personne salariée détentrice d'un poste avec un quart de rotation reçoit une prime lorsque le pourcentage de temps travaillé sur le quart de soir ou de nuit de son poste est égal ou supérieur à 50 % du cycle de rotation.

1. Prime de quart de rotation jour/soir

La prime de quart de rotation jour/soir est égale à 50 % de la prime de soir pour toutes les heures travaillées sur le quart de jour de son poste.

2. Prime de quart de rotation jour/nuit

La prime de quart de rotation jour/nuit est égale à 50 % de la prime de nuit pour toutes les heures travaillées sur le quart de jour de son poste.

3. Prime de quart de rotation jour/soir/nuit

La prime de quart de rotation jour/soir/nuit est égale à 50 % de la moyenne pondérée du taux des primes de soir et de nuit, établie en fonction des heures travaillées sur ces quarts. Le taux ainsi obtenu est appliqué pour toutes les heures travaillées sur le quart de jour de son poste.

Les primes de soir et de nuit applicables sont établies selon les dispositions prévues au paragraphe 9.05.

Au terme de sa période d'initiation et d'essai sur un poste avec quart de rotation, la personne salariée maintenue dans son poste se voit verser la prime rétroactivement à la première (1^{re}) journée travaillée sur le quart de jour dans ce poste.

B) La personne salariée qui effectue un remplacement sur un poste prévu à l'alinéa A est visée par la présente prime lorsque le pourcentage de temps travaillé sur le quart de soir ou de nuit est égal ou supérieur à 50 % du cycle de rotation.

Pour le premier (1^{er}) cycle de rotation, la personne salariée se voit verser la prime rétroactivement à la première (1^{re}) journée travaillée sur le quart de jour lorsqu'elle a travaillé la partie du cycle de rotation de soir ou de nuit, selon le cas. Toutefois, dans le cas d'un cycle de rotation de six (6) mois et plus, la personne salariée se voit verser la prime rétroactivement à la première (1^{re}) journée travaillée sur le quart de jour lorsqu'elle a travaillé l'équivalent de 50 % de la partie du cycle de rotation de soir ou de nuit, selon le cas.

Dans le cas où la personne salariée ne travaille pas au moins 50 % de son cycle de rotation de soir ou de nuit, la prime versée pour les heures travaillées sur le quart de jour est récupérée par l'employeur.

On entend par cycle de rotation la période durant laquelle une personne salariée effectue un nombre déterminé de quarts de travail en alternance de jour et de soir, de jour et de nuit ou de jour, de soir et de nuit.

Aux fins du calcul du pourcentage de temps travaillé prévu au présent paragraphe, le congé sans solde pour études et partiel sans solde pour études, les congés prévus aux droits parentaux, les congés pour responsabilités familiales ainsi que toutes les absences autorisées et rémunérées prévues à la convention collective, à l'exception du congé à traitement différé, sont considérés comme du temps travaillé.

9.08 Prime d'heures brisées

La personne salariée tenue d'interrompre son travail durant une période excédant le temps prévu pour prendre son repas ou plus d'une (1) fois par jour, excepté pour les périodes de repos prévues au paragraphe 25.08, reçoit une prime d'heures brisées de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
4,55	4,68	4,80	4,92	5,09

9.09 Prime de tri de linge souillé

La personne salariée qui, dans un service de buanderie, est affectée de façon continue au tri ou à l'acheminement du linge souillé vers la salle de lavage reçoit, en plus de son salaire, une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
30,11	30,95	31,75	32,54	33,68

Quant à la personne salariée qui y est affectée de façon non continue, elle reçoit en plus de son salaire, pour toute heure travaillée à ces tâches, une prime de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
0,56	0,58	0,60	0,62	0,64

9.10 Prime pour opération d'incinérateur

La personne salariée qui, à l'intérieur d'un lieu spécifiquement aménagé à cet effet, est assignée de façon continue à l'opération des incinérateurs et à l'entretien de ces équipements reçoit, en plus de son salaire, une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
16,70	17,17	17,62	18,06	18,69

9.11 Prime de fin de semaine

La prime de fin de semaine est le montant le plus élevé de 5 % de son salaire de base, majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H ou du taux suivant :

Taux 2024-06-16 au 2025-03-31 (\$/h)	Taux 2025-04-01 au 2026-03-31 (\$/h)	Taux 2026-04-01 au 2027-03-31 (\$/h)	Taux à compter du 2027-04-01 (\$/h)
1,42	1,46	1,50	1,55

Cette prime est versée à la personne salariée requise de faire tout son service entre le début du quart de soir le vendredi et la fin du quart de nuit le lundi.

Modalité additionnelle pour le paiement de la prime de fin de semaine pour les services en 24/7

Dans le cas d'une personne salariée qui détient un poste à temps complet ou qui offre une prestation de travail équivalente à 70 heures et plus par période de quatorze (14) jours correspondant aux périodes de paie œuvrant dans un service dont les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine, le montant de la prime prévue est de 9 % de son salaire horaire de base en lieu et place de la prime prévue au 1^{er} alinéa, lorsqu'elle fait tout son service entre le début du quart de soir le vendredi et la fin du quart de nuit le lundi, et ce, à la condition qu'elle respecte tous les quarts de travail tels que prévus à son horaire durant cette période.

Aux fins du calcul du nombre d'heures par période de quatorze (14) jours correspondant aux périodes de paie prévu au troisième (3^e) alinéa du présent paragraphe, sont considérés les heures rémunérées. Ces heures incluent les absences autorisées rémunérées, mais excluent les heures supplémentaires, et ce, sans égard aux quarts de travail et aux titres d'emploi pour lesquels ces heures ont été travaillées.

Toutefois, cette prime n'est payée ou considérée que lorsque l'inconvénient est subi. Cette prime est versée pour les heures effectivement travaillées visées par celles-ci.

Autres modifications :

La personne salariée reçoit la prime de fin de semaine pour les quarts complets effectués la fin de semaine dans les lieux dont les soins et services sont offerts comme étant 24/7, et ce, sans égard à la question de savoir si son propre service de rattachement est 24/7, selon les mêmes modalités que celles prévues au présent paragraphe.

9.12 Prime en centre d'hébergement et de soins de longue durée (CHSLD), en maison des aînés (MDA) et en maison alternative (MA)

La personne salariée qui détient un ou plusieurs titres d'emploi dans l'un ou l'autre des regroupements de titres d'emploi suivants, reçoit la prime en CHSLD ou la prime en CHSLD majorée, selon le cas, pour les heures travaillées en CHSLD :

- infirmier clinicien ou infirmière clinicienne ;
- infirmier praticien spécialisé ou infirmière praticienne spécialisée;
- infirmier ou infirmière;
- infirmier auxiliaire ou infirmière auxiliaire;
- inhalothérapeute;
- préposé ou préposée à l'unité ou au pavillon;
- préposé ou préposée aux bénéficiaires.

Les centres ou sous-centres d'activités visés sont les suivants :

- 6060 : soins infirmiers aux personnes en perte d'autonomie;
- 6160 : soins d'assistance aux personnes en perte d'autonomie;
- 6270 : unité d'hébergement et soins de longue durée aux adultes avec un diagnostic psychiatrique;
- 6271 : soins infirmiers longue durée – clientèle asilaire;
- 6272 : soins d'assistance longue durée – clientèle asilaire;
- 6273 : soins infirmiers de longue durée – autres clientèles avec diagnostic psychiatrique;
- 6274 : soins d'assistance de longue durée – autres clientèles avec diagnostic psychiatrique;
- Maison des aînés (MDA);
- Maison alternative (MA).

Les primes mentionnées aux alinéas A) et B) du présent paragraphe s'appliquent sur les heures effectivement travaillées incluant les heures supplémentaires et les heures d'absences autorisées et rémunérées dans un centre ou sous-centre d'activité visé.

A) Prime en CHSLD, en MDA et en MA

La personne salariée reçoit la prime horaire suivante pour les heures effectivement travaillées :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
1,61	1,66	1,70	1,74	1,80

B) Prime en CHSLD, en MDA et en MA majorée

La personne salariée qui travaille la totalité du nombre d'heures prévu à son titre d'emploi reçoit la prime horaire majorée suivante pour les heures effectivement travaillées dans un centre ou un sous-centre d'activités visé, en lieu et place de la prime prévue à l'alinéa A) :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
2,15	2,21	2,27	2,33	2,41

Aux fins de l'admissibilité à cette prime majorée, les heures travaillées incluent les heures régulières et les absences autorisées rémunérées, mais excluent le temps supplémentaire.

9.13 Montant forfaitaire à la personne salariée de la catégorie des techniciens et des professionnels de la santé et des services sociaux œuvrant auprès de la clientèle en centre d'hébergement et de soins de longue durée, en maison des aînés et en maison alternative

La personne salariée de la catégorie des techniciens et des professionnels de la santé et des services sociaux œuvrant auprès de la clientèle en centre d'hébergement et de soins de longue durée (CHSLD), en maison des aînés (MDA) et en maison alternative (MA) reçoit un montant forfaitaire de deux cent quinze dollars (215 \$) pour chaque tranche de sept cent cinquante (750) heures effectivement travaillées auprès de ladite clientèle.

Les heures effectivement travaillées incluent les heures supplémentaires et excluent les congés annuels, les congés de maladie et les autres absences rémunérées.

Les heures travaillées permettant à la personne salariée de bénéficier d'un congé mobile ou d'une compensation monétaire qui en tient lieu en vertu des annexes I, O et P de la convention collective, sont exclues du cumul d'heures aux fins de l'obtention du montant forfaitaire.

Le montant forfaitaire est payé lorsque le nombre d'heures prévu est effectué et aucun prorata n'est établi pour le versement de ce montant forfaitaire.

Le montant forfaitaire est non cotisable aux fins du régime de retraite.

9.14 Modalités d'application pour les primes prévues aux paragraphes 9.15 à 9.22

Les modalités d'application prévues au présent paragraphe s'appliquent aux primes suivantes :

- Prime de soins critiques (par. 9.15);
- Prime de soins critiques spécifiques (par. 9.16);
- Prime versée à la personne salariée de la catégorie de personnel de bureau, techniciens et professionnels de l'administration œuvrant au service de l'urgence (par. 9.17);
- Prime en mission Centre jeunesse (par. 9.18);
- Prime en résidence à assistance continue (par. 9.19);
- Prime versée à la personne salariée œuvrant auprès de la clientèle présentant des troubles graves de comportement (par. 9.20);
- Prime de psychiatrie (par. 9.21).

A) Admissibilité aux différents paliers de primes

La personne salariée bénéficiant d'une prime visée par le présent paragraphe reçoit, selon le palier, un pourcentage de son salaire horaire, majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H. Ce pourcentage est déterminé selon le nombre d'heures rémunérées, par période de quatorze (14) jours correspondant aux périodes de paie, de la façon suivante:

- Palier 1 : soixante-dix (70) heures et plus;
- Palier 2 : quarante-deux (42) heures et plus, et moins de soixante-dix (70) heures;
- Palier 3 : moins de quarante-deux (42) heures.

Aux fins du présent paragraphe et aux fins de déterminer le palier applicable, sont considérées les heures rémunérées. Ces heures incluent les absences autorisées rémunérées, mais excluent les heures en temps supplémentaires, et ce, sans égard aux services et aux titres d'emploi pour lesquels ces heures ont été travaillées.

La personne salariée à temps complet dont le nombre d'heures hebdomadaires de travail prévues à son titre d'emploi à la nomenclature est de moins de trente-cinq (35) heures est admissible au palier 1 selon les modalités prévues au présent paragraphe, si elle travaille la totalité du nombre d'heures prévu à son titre d'emploi.

B) Versement de la prime

La personne salariée bénéficiant d'une prime visée par le présent paragraphe reçoit le pourcentage correspondant au palier, appliqué sur les heures régulières effectivement travaillées, les heures en temps supplémentaire, les heures d'absences autorisées rémunérées et les libérations syndicales qui sont sans perte de salaire ou pour lesquelles la personne salariée reçoit une rémunération équivalente à celle qu'elle recevrait si elle était au travail, et ce, dans les services visés.

9.15 Prime de soins critiques

La personne salariée qui fait partie de la catégorie du personnel en soins infirmiers et cardiorespiratoires ou qui détient le titre d'emploi de préposé aux bénéficiaires, de préposé aux bénéficiaires chef d'équipe, d'intervenant spécialisé ou intervenante spécialisée en pacification et en sécurité, d'intervenant spécialisé ou intervenante spécialisée en pacification et en sécurité chef d'équipe reçoit la prime de soins critiques, pour les heures prévues à l'alinéa B du paragraphe 9.14 dans les soins critiques, selon les modalités prévues à l'alinéa A du paragraphe 9.14.

Les soins critiques visés sont l'unité coronarienne et les services suivants :

- urgence;
- unité de soins intensifs;
- unité néonatale;
- unité des grands brûlés;
- service d'évacuations aéromédicales du Québec (ÉVAQ).

La personne salariée visée reçoit une prime selon le pourcentage rattaché au palier qui lui est applicable :

Palier 1	Palier 2	Palier 3
15 %	14 %	10 %

9.16 Prime spécifique de soins critiques

Le présent paragraphe s'applique à la personne salariée visée au premier (1^{er}) alinéa du paragraphe 9.15.

Les services visés aux fins du présent paragraphe pour l'application de la prime spécifique de soins critiques sont les suivants :

- bloc opératoire (incluant la salle de réveil);
- bloc obstétrical (vise uniquement la salle d'opération aménagée pour effectuer les césariennes);
- unités de soins obstétricaux (mère-enfant);
- hémodynamie;
- curiethérapie.

La prime spécifique de soins critiques s'applique, pour les heures prévues à l'alinéa B du paragraphe 9.14 dans les services mentionnés au deuxième (2^e) alinéa du présent paragraphe, selon les modalités prévues à l'alinéa A du paragraphe 9.14.

La personne salariée visée reçoit une prime selon le pourcentage rattaché au palier qui lui est applicable:

Palier 1	Palier 2	Palier 3
10 %	7 %	6 %

9.17 Prime versée à la personne salariée de la catégorie de personnel de bureau, techniciens et professionnels de l'administration œuvrant au service de l'urgence

La personne salariée œuvrant au service de l'urgence et détenant un ou l'autre des titres d'emploi énumérés ci-dessous reçoit une prime, pour les heures prévues à l'alinéa B du paragraphe 9.14 au service de l'urgence selon les modalités prévues à l'alinéa A du paragraphe 9.14:

- agent administratif ou agente administrative classe 1 – secteur administration (5312);
- agent administratif ou agente administrative classe 1 – secteur secrétariat (5311);
- agent administratif ou agente administrative classe 2 – secteur administration (5315);
- agent administratif ou agente administrative classe 2 – secteur secrétariat (5314);
- agent administratif ou agente administrative classe 3 – secteur administration (5317);
- agent administratif ou agente administrative classe 3 – secteur secrétariat (5316);
- agent administratif ou agente administrative classe 4 – secteur administration (5319);
- agent administratif ou agente administrative classe 4 – secteur secrétariat (5318);
- secrétaire médicale (5322).

La personne salariée visée reçoit une prime selon le pourcentage rattaché au palier qui lui est applicable :

Palier 1	Palier 2	Palier 3
2,5 %	1,0 %	0,5 %

9.18 Prime en mission Centre Jeunesse¹

La personne salariée de la catégorie du personnel paratechnique, des services auxiliaires et de métiers affectée à la surveillance ou à la réadaptation de la clientèle en Centre Jeunesse (CJ) et la personne salariée de la catégorie des techniciens et des professionnels de la santé et des services sociaux œuvrant en mission CJ, reçoivent une prime, pour les heures prévues à l'alinéa B du paragraphe 9.14 en mission CJ, selon les modalités prévues à l'alinéa A du paragraphe 9.14 et selon le pourcentage rattaché au palier qui lui est applicable :

Palier 1	Palier 2	Palier 3
10 %	7 %	6 %

¹ La mission Centre Jeunesse inclut la Direction de la protection de la jeunesse, mais exclut les services suivants : le contentieux, la recherche d'antécédents et retrouvailles, la médiation familiale et le réseau d'enseignement universitaire.

La personne salariée visée par cette prime ne peut bénéficier de la prime versée à la personne salariée oeuvrant auprès de la clientèle présentant des troubles graves de comportement, prévue au paragraphe 9.20.

La personne salariée détentrice d'un poste à temps complet visée par le présent paragraphe, peut convertir une partie de cette prime, en une (1) journée chômée par année, à l'exception de la personne salariée qui bénéficie des congés mobiles prévus à l'annexe O.

Les modalités d'application sont les suivantes :

- l'année de référence aux fins d'accumulation est du 1^{er} juillet au 30 juin;
- le choix de conversion d'une partie de la prime en journée chômée doit être effectué par la personne salariée au plus tard trente (30) jours avant le début de l'année de référence;
- la prise de la journée chômée se fait après entente avec l'employeur;
- la journée chômée qui n'a pas été prise est monnayable à la fin de l'année de référence.

9.19 Prime en résidence à assistance continue

La personne salariée oeuvrant auprès de la clientèle en résidence à assistance continue reçoit une prime, pour les heures prévues à l'alinéa B du paragraphe 9.18 dans ce service et selon les modalités prévues à l'alinéa A du paragraphe 9.14. Cette prime est également versée à la personne salariée oeuvrant auprès de la clientèle dans une unité interne d'un centre de réadaptation en déficience intellectuelle.

La personne salariée visée reçoit une prime selon le pourcentage rattaché au palier qui lui est applicable :

Palier 1	Palier 2	Palier 3
5 %	3 %	1 %

La personne salariée visée par cette prime ne peut bénéficier de la prime versée à la personne salariée oeuvrant auprès de la clientèle présentant des troubles graves de comportement, prévue au paragraphe 9.20.

Les personnes salariées du centre d'activités 7043 (Ressources résidentielles – assistance résidentielle continue santé mentale) reçoivent, en plus de la prime en résidence à assistance continue, la compensation monétaire de 2.2% prévue à l'article 8 de l'annexe I.

À l'exception des personnes salariées visées par l'alinéa précédent, la personne salariée détentrice d'un poste à temps complet visée par le présent paragraphe, peut convertir une partie de cette prime en trois (3) journées chôchées par année, à l'exception de la personne salariée qui bénéficie des congés mobiles prévus aux l'annexes I, O et P.

Les modalités d'application sont les suivantes :

- l'année de référence aux fins d'accumulation est du 1^{er} juillet au 30 juin;
- le choix de conversion d'une partie de la prime en journée chôchée doit être effectué par la personne salariée au plus tard trente (30) jours avant le début de l'année de référence;
- la prise des journées chôchées se fait après entente avec l'employeur;

- les journées chômées qui n'ont pas été prises sont monnayables à la fin de l'année de référence.

9.20 Prime versée à la personne salariée oeuvrant auprès de la clientèle présentant des troubles graves de comportement (TGC)

La personne salariée détenant un ou l'autre des titres d'emploi et oeuvrant dans l'un des centres ou sous-centres d'activités visés à la lettre d'entente no 6 (Relative à la personne salariée oeuvrant auprès de la clientèle présentant des troubles graves de comportement), reçoit une prime, pour les heures prévues à l'alinéa B du paragraphe 9.14 auprès de la clientèle TGC selon les modalités prévues à l'alinéa A du paragraphe 9.14.

La personne salariée visée reçoit une prime selon le pourcentage rattaché au palier qui lui est applicable :

Palier 1	Palier 2	Palier 3
3,50 %	2,25 %	1,00 %

9.21 Prime en psychiatrie

À l'exception de la personne salariée d'une urgence psychiatrique visée par la prime de soins critiques prévue au paragraphe 9.15, la personne salariée préposée à la réadaptation, aux soins ou à la surveillance des usagers oeuvrant dans les milieux prévus aux articles 4 et 5 de l'annexe I, reçoit, pour les heures prévues à l'alinéa B du paragraphe 9.14, la prime en psychiatrie, selon les modalités prévues à l'alinéa A du paragraphe 9.14.

La personne salariée visée reçoit une prime selon le pourcentage rattaché au palier qui lui est applicable :

Palier 1	Palier 2	Palier 3
3,50 %	2,25 %	1,00 %

Cette prime est distincte de la prime de perfectionnement prévue à l'article 2 de l'annexe I (Conditions particulières aux personnes salariées des centres hospitaliers psychiatriques et autres centres d'activités visés).

9.22 Les parties peuvent convenir, par arrangement local, de convertir en temps chômé les primes prévues à la convention collective.

ARTICLE 10

PROCÉDURE DE RÈGLEMENT DE GRIEFS

10.01 Aux fins des articles 10 et 11 de la présente convention, le terme « grief » comprend également toute mésentente concernant les conditions de travail ou se rapportant directement aux conditions de travail.

10.02 La ou les personnes salariées, seules ou accompagnées d'une représentante ou d'un représentant syndical ou le syndicat comme tel, dans les trente (30) jours de calendrier de la connaissance du fait dont le grief découle, mais dans un délai n'excédant pas six (6) mois de l'occurrence du fait qui donne lieu au grief, le soumet par écrit à la personne responsable du personnel ou à sa représentante ou à son représentant, qui doit donner sa réponse par écrit dans les cinq (5) jours suivant la réception du grief.

Cependant, la personne salariée a un délai de six (6) mois de l'occurrence du fait qui donne lieu au grief pour le soumettre par écrit à la personne responsable du personnel ou à sa représentante ou son représentant, dans les cas suivants ainsi que les dispositions correspondantes des annexes :

1. années d'expérience antérieure;
2. salaires et titres d'emploi;
3. quantum de la prestation d'assurance salaire;
4. primes et suppléments.

10.03 Nonobstant le paragraphe 10.02, tout grief relatif à une conduite de harcèlement psychologique doit être déposé dans les deux (2) ans de la dernière manifestation de cette conduite.

10.04 Selon le cas qui s'applique, les délais de trente (30) jours, de six (6) mois et deux (2) ans, prévus aux paragraphes précédents, sont de rigueur, sauf dans les cas où les parties pourraient convenir par écrit de les prolonger.

10.05 La date du dernier fait dont un grief découle sert de point de départ pour le calcul du délai de six (6) mois.

10.06 Le dépôt du grief, selon le paragraphe 10.02, constitue par lui-même une demande d'arbitrage.

Les parties contractantes à la présente convention collective peuvent convenir, par écrit, qu'une décision arbitrale à être rendue sur un grief déposé auprès d'un ou plusieurs établissements devienne applicable à plusieurs ou à l'ensemble des établissements visés par la présente convention collective.

10.07 Si plusieurs personnes salariées prises collectivement ou si le syndicat comme tel se croit lésé, le syndicat peut présenter la cause par écrit pour enquête et considération en suivant la procédure ci-haut décrite. Le syndicat peut également déposer un grief au nom de la personne salariée à moins d'objection de la part de cette dernière.

10.08 La personne salariée qui quitte le service de l'employeur sans avoir perçu la totalité des sommes qui lui sont dues en vertu de la présente convention, peut réclamer ces sommes selon la procédure de grief et d'arbitrage.

ARTICLE 11

ARBITRAGE

11.01 Si les parties n'en arrivent pas à une solution satisfaisante à l'expiration du délai de cinq (5) jours mentionné au paragraphe 10.02, l'une ou l'autre partie peut exiger que le grief soit entendu en arbitrage en faisant parvenir à l'autre partie un avis écrit à cet effet. Dans ce dernier cas, elle l'informe par la même occasion de son intention d'utiliser la procédure régulière ou la procédure sommaire d'arbitrage prévue ci-après. Il doit y avoir entente entre les parties pour utiliser la procédure sommaire sauf pour un grief relatif à l'une des vingt-six (26) matières négociées et agréées à l'échelle locale ou régionale prévues à l'annexe A-1 de la Loi sur le régime de négociation des conventions collectives dans les secteurs public et parapublic (RLRQ, c. R-8.2) pour lequel la procédure sommaire s'applique.

À défaut, par le syndicat, de signifier à l'employeur l'avis susmentionné dans les six (6) mois du dépôt du grief, celui-ci est considéré comme ayant été retiré par la personne salariée et le syndicat.

En tout temps, la procédure de médiation prévue au paragraphe 11.25 peut être utilisée.

Procédure régulière

11.02 Les parties procèdent devant une ou un arbitre; cependant, de consentement, les parties peuvent procéder devant une ou un arbitre avec une assesseure ou un assesseur désigné par chaque partie.

11.03 Dans le cas d'un arbitrage avec assesseures ou assesseurs, l'une ou l'autre des parties désigne son assesseure ou son assesseur et en communique le nom à l'autre partie. La partie qui est informée du nom de l'assesseure ou de l'assesseur, communique alors à son tour le nom de son assesseure ou son assesseur. Les deux (2) assesseures ou assesseurs s'entendent sur le choix de l'arbitre.

11.04 À défaut d'entente sur le choix de l'arbitre, avec ou sans assesseure ou assesseur, l'une ou l'autre des parties demande à la ou au ministre responsable du Travail de nommer d'office l'arbitre à même la liste annotée d'arbitres du Comité consultatif du travail et de la main-d'œuvre (CCTM).

11.05 A- Les assesseures ou les assesseurs désignés par chacune des parties ont pour fonction principale d'assister l'arbitre et de représenter leur partie au cours de l'audition et du délibéré.

B- Une fois nommé ou choisi, l'arbitre doit tenir la première séance d'enquête et d'audition à l'intérieur d'une période de trente (30) jours, sauf entente contraire.

C- L'arbitre peut procéder ex parte si l'une ou l'autre des parties ne se présente pas le jour de l'audition, sans raison jugée valable par l'arbitre.

D- L'arbitre doit rendre sa décision écrite et motivée dans les soixante (60) jours de la fin de l'enquête et audition. Sur accord des parties, ce délai peut être prolongé.

11.06 L'arbitre peut siéger ou délibérer en l'absence de l'une des assesseures ou de l'un des assesseurs si celle-ci ou celui-ci a été dûment convoqué par écrit au moins dix (10) jours à l'avance et qu'elle ou qu'il n'a pas donné de raison jugée satisfaisante par l'arbitre.

11.07 L'arbitre possède tous les pouvoirs prévus au Code du travail (RLRQ, c. C-27).

11.08 Si l'arbitre conclut au paiement d'une somme d'argent, elle ou il peut ordonner que cette somme porte intérêt au taux prévu au Code du travail à compter de la date du dépôt du grief ou de la date à laquelle cette somme est devenue exigible, mais jamais antérieurement au dépôt du grief.

11.09 Dans tous les cas de mesure disciplinaire, si un grief est soumis à une ou un arbitre, l'arbitre peut :

- a) réintégrer ladite personne salariée avec pleine compensation;
- b) maintenir la mesure disciplinaire;
- c) rendre toute décision jugée équitable dans les circonstances, y compris déterminer, s'il y a lieu, le montant de la compensation ou des dommages auxquels une personne salariée injustement traitée pourrait avoir droit.

11.10 Dans tous les cas de grief portant sur une mesure administrative prévue au paragraphe 4.13, l'arbitre peut :

- a) réintégrer la personne salariée avec pleine compensation;
- b) maintenir la mesure administrative.

11.11 Dans tous les cas de grief portant sur une mesure disciplinaire, le fardeau de la preuve appartient à l'employeur.

11.12 En aucune circonstance, l'arbitre n'a le pouvoir de modifier le texte de la présente convention collective.

11.13 L'arbitre décide suivant la preuve de la date à laquelle la personne salariée a pris connaissance du fait dont le grief découle, si la date de la connaissance est contestée.

11.14 La décision de l'arbitre est exécutoire et lie les parties.

11.15 Lorsque le grief comporte une réclamation pour une somme d'argent, la personne intéressée peut d'abord faire décider par l'arbitre saisi du grief, du droit réclamé sans être tenu d'établir la somme d'argent réclamée. S'il est décidé que le grief est fondé en tout ou en partie et si les parties ne s'entendent pas sur la somme à être payée, un simple avis écrit adressé à l'arbitre lui soumet le litige pour décision finale; copie de l'avis est transmise à l'autre partie. Dans ce cas, les dispositions du présent article s'appliquent.

11.16 Dans le cas d'un grief portant sur les critères d'obtention d'un poste, le fardeau de la preuve appartient à l'employeur.

Procédure sommaire

11.17 Les règles prévues aux paragraphes 11.01 à 11.16 s'appliquent à la procédure sommaire, sauf en ce qu'elles sont modifiées par les paragraphes qui suivent.

11.18 L'audition est tenue devant une ou un arbitre choisi par les parties au niveau local qui peut être nommé par elles pour la durée de la convention, si tel est leur désir. À défaut d'entente sur le choix de l'arbitre, l'une ou l'autre des parties demande à la ou au ministre responsable du Travail de nommer d'office l'arbitre à même la liste annotée d'arbitres du CCTM.

Dans le cas de plainte de fardeau de tâches, si les parties ne s'entendent pas sur le choix de l'arbitre, l'une ou l'autre des parties demande à la ou au ministre responsable du Travail de le nommer d'office à même la liste annotée d'arbitres du CCTM.

11.19 L'audition des griefs soumis à cette procédure est limitée à une (1) journée par grief. Sur requête de l'une ou l'autre des parties, l'arbitre peut décider de prolonger la durée de l'audition.

11.20 L'arbitre doit entendre le grief au fond avant de rendre une décision sur une objection préliminaire, à moins qu'elle ou il puisse en disposer sur-le-champ. Aucun document ne peut être remis par les parties après l'audition.

11.21 La décision de l'arbitre constitue un cas d'espèce et ne fait pas jurisprudence. Sa décision lie les parties locales.

11.22 L'arbitre doit tenir l'audition dans les quinze (15) jours suivant la date de son acceptation du dossier et doit rendre sa décision par écrit dans les dix (10) jours suivants.

11.23 Dans le cas d'un grief de fardeau de tâches, l'arbitre peut apprécier s'il y a surcharge de travail.

L'arbitre a juridiction pour ordonner à l'employeur de prendre les moyens pour corriger la situation. Le choix des moyens appartient exclusivement à l'employeur.

À la demande du syndicat, l'arbitre doit siéger entre le trentième (30^e) et le soixantième (60^e) jour de la décision dans le but de déterminer si les moyens utilisés par l'employeur ont éliminé la surcharge de travail. Si les moyens utilisés par l'employeur n'ont pas éliminé cette surcharge, l'arbitre décrète les moyens à prendre.

11.24 Lorsque le syndicat conteste la création d'un poste fusionné, l'employeur soumet le cas à l'arbitrage et l'arbitre, nommé selon la procédure d'arbitrage, doit l'entendre prioritairement à tout autre grief. Le fardeau de la preuve appartient à l'employeur.

Procédure de médiation

11.25 Lorsqu'une partie signifie son intention d'utiliser la procédure de médiation en vue de régler un ou plusieurs griefs, l'autre partie doit, dans les quinze (15) jours suivants, signifier son accord ou son désaccord. S'il y a entente, on procède alors comme suit :

Les parties s'entendent sur le choix d'un médiateur ou d'une médiatrice. À défaut d'entente, la procédure régulière d'arbitrage ou, le cas échéant, la procédure sommaire s'applique;

Les parties locales peuvent convenir de toutes les modalités de fonctionnement entourant la procédure de médiation;

Si les parties n'arrivent pas à régler le litige lors de la procédure de médiation, elles peuvent alors convenir d'utiliser la procédure sommaire ou la procédure régulière d'arbitrage;

Les parties locales peuvent également convenir de toute autre formule de médiation arbitrale.

Dans tous les cas, les frais et honoraires engagés à l'occasion de la nomination du médiateur ou de la médiatrice et de l'exercice de ses fonctions sont assumés conjointement et à parts égales par l'employeur et le syndicat.

Conférence préparatoire

11.26 Lorsqu'un grief porte sur une mesure affectant le lien d'emploi de façon définitive, une suspension de cinq (5) jours ou plus ou un grief de harcèlement psychologique ou de discrimination, les parties tiennent une conférence préparatoire par téléphone, à laquelle participe l'arbitre, quarante-cinq (45) jours avant la date prévue pour l'audition ou dans un délai convenu par elles.

Lors de la conférence préparatoire, les éléments suivants sont présentés par les parties :

- 1- un aperçu général de la manière dont les parties prévoient fonctionner pour la présentation de leur preuve;
- 2- la liste des documents que les parties entendent déposer;
- 3- le nombre de témoins que les parties entendent faire témoigner;
- 4- la nature des expertises et les experts appelés à témoigner, s'il y a lieu;
- 5- la durée prévue de la preuve;
- 6- les admissions;
- 7- les objections préliminaires;
- 8- les façons de procéder rapidement et efficacement à l'audition, incluant les dates d'audition prévues.

Dans le cas où il s'avère nécessaire pour une partie d'apporter, au soutien de sa preuve, un changement à l'un des éléments ci-haut mentionnés, elle doit au préalable en informer l'arbitre et l'autre partie.

11.27 Les honoraires et les frais de l'arbitre de grief sont assumés par la partie qui a soumis le grief si celui-ci est rejeté ou par la partie à qui le grief a été soumis si celui-ci est accueilli. Dans le cas où le grief est accueilli en partie, l'arbitre détermine la proportion des honoraires et des frais que doit assumer chacune des parties.

Chaque partie assume les frais et honoraires de son assesseur ou son assesseuse.

Cependant, dans le cas d'un arbitrage soumis selon la procédure de règlement d'un litige relatif à une invalidité prévue au paragraphe 23.39 de la convention collective et dans le cas d'un arbitrage relatif à un congédiement, les honoraires et les frais du médecin arbitre ou de l'arbitre, à l'exception de ceux prévus au paragraphe 11.28, ne sont pas à la charge de la partie syndicale ou de la personne salariée.

11.28 Dans tous les cas, les honoraires et les frais relatifs à une remise d'audition ou à un désistement d'un grief sont assumés par la partie qui demande une telle remise ou qui est à l'origine d'un tel désistement.

11.29 Malgré toute autre disposition de la convention collective, dans le cas d'un litige soumis à un tiers, autre qu'un grief, les honoraires et frais de ce tiers sont assumés à parts égales par l'employeur et le syndicat.

ARTICLE 12

ANCIENNETÉ

12.01 La personne salariée peut exercer son droit d'ancienneté une fois sa période de probation complétée.

12.02 L'ancienneté s'exprime en années et en jours de calendrier.

12.03 Une fois sa période de probation complétée, la date d'entrée en service de la personne salariée sert de point de départ pour le calcul de l'ancienneté.

12.04 L'ancienneté de la personne salariée à temps partiel est calculée en jours de calendrier. Pour ce faire, elle a droit à 1,4 jour d'ancienneté pour une (1) journée régulière de travail prévue au titre d'emploi, un (1) jour de congé annuel (vacances) pris et un (1) jour de congé férié. Aux fins du calcul des jours de congé férié, 1,4 jour d'ancienneté est ajouté à l'ancienneté à la fin de chaque période comptable (treize (13) périodes par année).

Lorsque la personne salariée à temps partiel travaille un nombre d'heures différent de celui prévu au titre d'emploi pour une (1) journée régulière de travail, son ancienneté se calcule, pour cette journée, en fonction des heures travaillées par rapport au nombre d'heures de la journée régulière de travail, le tout multiplié par 1,4.

Les heures supplémentaires sont exclues du calcul de l'ancienneté.

12.05 Une personne salariée à temps partiel ne peut accumuler plus d'un (1) an d'ancienneté par année financière (du 1^{er} avril au 31 mars).

12.06 À chaque fois qu'il y a lieu d'établir une comparaison entre l'ancienneté d'une personne salariée à temps complet et celle d'une personne salariée à temps partiel, celle-ci ne peut se voir reconnaître plus d'ancienneté que la personne salariée à temps complet pour la période écoulée entre le 1^{er} avril et la date où la comparaison doit s'effectuer.

12.07 L'employeur informe la personne salariée, sur demande de cette dernière, de son ancienneté accumulée.

12.08 Dans les soixante (60) jours de calendrier suivant la date d'entrée en vigueur de la convention collective, et par la suite, chaque année, dans les quatorze (14) jours suivant la date de fin de la période de paie qui comprend le 31 mars, l'employeur remet au syndicat la liste de toutes les personnes salariées couvertes par le certificat d'accréditation; cette liste comprend les renseignements suivants :

- le nom;
- l'adresse;
- le numéro de téléphone;
- l'adresse courriel;
- la date d'entrée;
- le service;
- le titre d'emploi;
- le salaire;

- le statut (temps complet, temps partiel);
- l'ancienneté accumulée au 31 mars;
- l'ancienneté accumulée au cours de la dernière année;
- le quart de travail;
- le numéro d'employé.

Au plus tard le 30 septembre de chaque année, l'employeur remet au syndicat la nouvelle adresse et le numéro de téléphone des personnes salariées susmentionnées qui ont déménagé depuis la production de la première liste.

12.09 Cette liste, amputée de l'adresse, du numéro de téléphone, de l'adresse courriel et du salaire, est affichée dans chaque site de l'établissement aux endroits habituels pendant une période de soixante (60) jours de calendrier, période au cours de laquelle toute personne salariée intéressée ou l'employeur peut demander la correction de la liste. À l'expiration du délai de soixante (60) jours de calendrier, la liste devient officielle quant à l'ancienneté, sous réserve des contestations survenues durant la période d'affichage.

Si une personne salariée est absente durant toute la période d'affichage, l'employeur lui fait parvenir un avis écrit indiquant son ancienneté. Dans les soixante (60) jours de la réception de cet avis, la personne salariée peut contester son ancienneté.

12.10 La personne salariée à temps complet conserve et accumule son ancienneté dans les cas suivants :

- 1- mise à pied, dans le cas de la personne salariée bénéficiant des dispositions du paragraphe 15.03;
- 2- mise à pied, pendant douze (12) mois, dans le cas de la personne salariée qui ne bénéficie pas des dispositions du paragraphe 15.03;
- 3- absence pour invalidité autre qu'accident du travail ou maladie professionnelle (ci-après mentionnée), pendant vingt-quatre (24) mois;
- 4- absence pour accident du travail ou maladie professionnelle reconnue comme telle selon les dispositions de la Loi sur les accidents du travail et les maladies professionnelles (RLRQ, c. A-3.001);
- 5- absence autorisée, sauf dispositions contraires prévues à la présente convention;
- 6- absence prévue aux dispositions relatives aux droits parentaux (maternité, paternité ou adoption).

12.11 La personne salariée à temps partiel bénéficie des dispositions du paragraphe précédent proportionnellement à la moyenne hebdomadaire des jours d'ancienneté accumulés au cours de ses douze (12) derniers mois de service ou depuis sa date d'entrée en service selon la date la plus rapprochée du début de l'absence. Ces jours sont accumulés au fur et à mesure.

12.12 La personne salariée conserve son ancienneté lors d'un prêt de service. L'ancienneté acquise pendant le prêt de service lui est reconnue à son retour dans l'établissement.

12.13 La personne salariée conserve son ancienneté lors d'une absence pour invalidité autre qu'accident du travail ou maladie professionnelle (ci-haut mentionnée) du vingt-cinquième (25^e) au trente-sixième (36^e) mois de cette invalidité.

La personne salariée qui démissionne de son poste pour s'inscrire sur la liste de rappel conserve son ancienneté.

12.14 La personne salariée perd son ancienneté et son emploi dans les cas suivants :

1. abandon volontaire de son emploi;
2. dans le cas d'une étudiante ou d'un étudiant, le retour aux études à temps complet constitue un abandon volontaire de son emploi. Seuls les étudiantes ou les étudiants embauchés pour la période et pour le remplacement du congé annuel seulement sont touchés par les dispositions de cet alinéa;
3. renvoi;
4. refus ou négligence de la personne salariée de la liste de rappel de faire connaître sa disponibilité, après avoir reçu un avis de trente (30) jours de son employeur à cet effet. L'avis est envoyé par lettre recommandée à la dernière adresse connue de la personne salariée et copie est transmise au syndicat;
5. mise à pied excédant douze (12) mois, à l'exception des personnes salariées visées au paragraphe 15.03;
6. absence pour invalidité autre qu'accident du travail ou maladie professionnelle (ci-haut mentionnée) après le trente-sixième (36^e) mois d'absence.

12.15 La personne salariée perd son ancienneté, sans perdre son emploi, dans le cas suivant : absence sans donner d'avis ou sans excuse raisonnable excédant trois (3) jours consécutifs de travail.

12.16 La personne salariée peut exercer son droit d'ancienneté en regard de tous les emplois compris dans l'unité de négociation, conformément aux règles prévues à la présente convention et conserve son ancienneté lors d'un changement de statut.

Les parties locales peuvent, à l'égard d'une disposition qui peut faire l'objet d'un arrangement local en vertu de la présente convention collective ou à l'égard d'une stipulation négociée et agréée à l'échelle locale, convenir de l'utilisation de l'ancienneté toutes unités de négociation confondues.

12.17 Les dispositions relatives à l'ancienneté s'appliquent à la personne salariée à temps complet et à la personne salariée à temps partiel. La personne salariée à temps complet et la personne salariée à temps partiel accumulent de l'ancienneté conformément aux dispositions du présent article aux fins d'acquisition des droits en vertu de la présente convention collective.

ARTICLE 13

BUDGETS CONSACRÉS AU DÉVELOPPEMENT DES RESSOURCES HUMAINES ET AU DÉVELOPPEMENT DE LA PRATIQUE PROFESSIONNELLE

13.01 L'employeur consacre, du 1^{er} avril au 31 mars de chaque année, pour le développement des ressources humaines de l'ensemble des personnes salariées de l'unité de négociation, un montant équivalant à un pourcentage de la masse salariale¹ déterminé comme suit :

- personnel en soins infirmiers et cardiorespiratoires : 1,34 %;
- personnel paratechnique, des services auxiliaires et de métiers : 0,50 %;
- personnel de bureau, des techniciens et des professionnels de l'administration : 0,55 %;
- techniciens et professionnels de la santé et des services sociaux : 1,25 %.

Ce montant ne peut être inférieur à cent dollars (100,00 \$).

13.02 Si au cours d'une année, l'employeur n'engage pas tout le montant ainsi déterminé, le reste s'ajoute au montant qu'il doit affecter à ces activités l'année suivante.

Développement de la pratique professionnelle des personnes salariées de la catégorie des techniciens et des professionnels de la santé et des services sociaux

13.03 L'employeur consacre, du 1^{er} avril au 31 mars de chaque année, un budget équivalent à 0,28 % de la masse salariale¹ de l'ensemble des personnes salariées de l'unité de négociation spécifiquement dédié au développement de la pratique professionnelle des personnes salariées de la catégorie des techniciens et des professionnels de la santé et des services sociaux.

Les parties doivent convenir, par arrangement local, de l'utilisation du budget dédié au développement de la pratique professionnelle.

¹ La masse salariale est la somme versée, pour l'année financière précédente, à titre de salaire de base prévu à la nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux, congés avec solde, jours de maladie et assurance salaire auxquels on ajoute les avantages sociaux payés sous forme de pourcentage (vacances, congés fériés, congés de maladie et, s'il y a lieu, assurance salaire) aux personnes salariées à temps partiel. Sont exclus de la masse salariale les suppléments, les primes ainsi que la rémunération additionnelle.

ARTICLE 14

PROCÉDURE DE MISE À PIED

I - MESURES SPÉCIALES

14.01 1- Changement d'œuvre avec création d'un nouvel établissement ou intégration dans un ou des établissements qui assument la même vocation auprès de la même population (qu'il s'agisse ou non d'une nouvelle entité juridique)

A) Tant qu'il se trouve un nombre égal ou supérieur d'emplois à combler dans le même titre d'emploi et le même statut, les personnes salariées bénéficiant de la sécurité d'emploi choisissent un poste, par ordre d'ancienneté, dans leur établissement ou dans un autre établissement. À défaut d'effectuer ce choix, elles sont inscrites sur la liste de rappel de l'établissement qui change d'œuvre.

B) Dans le cas où le nombre d'emplois à combler du même titre d'emploi et du même statut est inférieur au nombre de personnes salariées bénéficiant de la sécurité d'emploi de ce titre d'emploi et de ce statut, celles-ci choisissent un poste, de même statut, par ordre d'ancienneté, dans leur établissement ou dans un autre établissement selon l'ordre suivant :

1. dans le même titre d'emploi;
2. à défaut d'emplois disponibles dans le même titre d'emploi, les personnes salariées choisissent un poste du même secteur d'activités à la condition de satisfaire aux exigences normales de la tâche;

Toutefois, l'application des dispositions prévues au sous-alinéa 2 ne peut avoir pour effet d'empêcher une personne salariée bénéficiant de la sécurité d'emploi de choisir un poste de son titre d'emploi.

À défaut d'effectuer un choix, elles sont inscrites sur la liste de rappel de l'établissement qui change d'œuvre.

C) S'il subsiste des emplois à combler, les personnes salariées détentrices de poste ne bénéficiant pas de la sécurité d'emploi choisissent un poste, par ordre d'ancienneté, dans leur établissement ou dans un autre établissement. Ce choix s'effectue dans un poste de même statut et du même titre d'emploi. À défaut, ce choix s'effectue dans un autre titre d'emploi du même secteur d'activités à la condition de satisfaire aux exigences normales de la tâche. À défaut d'effectuer ce choix, ces personnes salariées sont inscrites sur la liste de rappel de l'établissement qui change d'œuvre.

D) Jusqu'à l'entrée en vigueur du nouveau plan d'organisation, lorsque l'employeur abolit un poste dans un service, c'est la personne salariée du titre d'emploi et du statut ayant le moins d'ancienneté de ce service qui est affectée. Si cette personne salariée a choisi un poste dans un autre établissement, elle est transférée dans cet établissement dans le poste qu'elle a choisi dès qu'elle peut l'occuper. Entre-temps, la personne salariée bénéficiant de la sécurité d'emploi est inscrite sur l'équipe de remplacement de son établissement et celle qui n'en bénéficie pas est inscrite sur la liste de rappel de son établissement.

Les personnes salariées qui n'auront pu obtenir un poste sont mises à pied et sont inscrites, s'il y a lieu, au service national de main-d'œuvre (SNMO).

2- Changement d'œuvre sans création d'un nouvel établissement ou intégration dans un autre établissement

A) Tant qu'il se trouve un nombre égal ou supérieur d'emplois à combler dans le même titre d'emploi et le même statut, les personnes salariées bénéficiant de la sécurité d'emploi choisissent un poste par ordre d'ancienneté. À défaut d'effectuer ce choix, elles sont inscrites sur la liste de rappel.

B) Dans le cas où le nombre d'emplois à combler du même titre d'emploi et du même statut est inférieur au nombre de personnes salariées bénéficiant de la sécurité d'emploi de ce titre d'emploi et de ce statut, celles-ci choisissent, par ordre d'ancienneté, entre demeurer à l'établissement ou le quitter.

Cependant, si le nombre de personnes salariées bénéficiant de la sécurité d'emploi qui choisissent de demeurer à l'établissement n'est pas suffisant pour combler les emplois disponibles, ils devront l'être par les personnes salariées ayant le moins d'ancienneté parmi celles du même titre d'emploi et du même statut bénéficiant de la sécurité d'emploi.

Jusqu'à l'entrée en vigueur du nouveau plan d'organisation, lorsque l'employeur procède à une abolition de poste ou à une fermeture de service et que la personne salariée visée bénéficie de la sécurité d'emploi et a choisi de quitter l'établissement, elle est mise à pied. S'il s'agit d'une personne salariée qui a choisi de demeurer à l'établissement, elle prend le poste de la personne salariée du même titre d'emploi et du même statut ayant le plus d'ancienneté dans l'établissement qui a choisi de quitter. Dans le cas où il n'y a pas suffisamment de personnes salariées ayant choisi de quitter, elle prend le poste de la personne salariée du même titre d'emploi et du même statut ayant le moins d'ancienneté dans l'établissement. Si la personne salariée visée par une abolition de poste ou une fermeture de service ne bénéficie pas de la sécurité d'emploi, elle prend le poste de la personne salariée du même secteur d'activités et du même statut ayant le moins d'ancienneté dans l'établissement à la condition de satisfaire aux exigences normales de la tâche. La personne salariée ainsi affectée ou celle qui n'a pu obtenir de poste est mise à pied.

À l'entrée en vigueur du plan d'organisation, les personnes salariées bénéficiant de la sécurité d'emploi qui demeurent à l'établissement devront choisir, parmi les emplois à combler, par ordre d'ancienneté, un poste de même statut selon l'ordre prévu à l'alinéa B du paragraphe 14.01-1.

À défaut d'effectuer un choix, elles sont inscrites sur la liste de rappel.

C) S'il subsiste des emplois à combler, les personnes salariées détentrices de poste ne bénéficiant pas de la sécurité d'emploi choisissent un poste par ordre d'ancienneté. Ce choix s'effectue dans un poste de même statut et du même titre d'emploi. À défaut, ce choix s'effectue dans un autre titre d'emploi du même secteur d'activités à la condition de satisfaire aux exigences normales de la tâche. À défaut d'effectuer ce choix, ces personnes salariées sont inscrites sur la liste de rappel.

Les personnes salariées qui n'auront pu obtenir de poste sont mises à pied et sont inscrites, s'il y a lieu, au SNMO.

14.02 1- Fermeture totale d'un établissement avec création ou intégration de cet ou partie de cet établissement dans un ou plusieurs autres établissements

A) Tant qu'il se trouve un nombre égal ou supérieur d'emplois à combler dans le même titre d'emploi et le même statut, les personnes salariées bénéficiant de la sécurité d'emploi choisissent un poste par ordre d'ancienneté dans un autre établissement. À défaut d'effectuer ce choix, elles sont réputées avoir démissionné.

B) Dans le cas où le nombre d'emplois à combler du même titre d'emploi et du même statut est inférieur au nombre de personnes salariées bénéficiant de la sécurité d'emploi de ce titre d'emploi et de ce statut, celles-ci choisissent un poste par ordre d'ancienneté dans un autre établissement selon l'ordre prévu à l'alinéa B du paragraphe 14.01-1. À défaut d'effectuer un choix, elles sont réputées avoir démissionné.

Jusqu'à la date de fermeture définitive de l'établissement, lorsque l'employeur abolit un poste dans un service, c'est la personne salariée du titre d'emploi et du statut ayant le moins d'ancienneté de ce service qui est mise à pied. Si cette personne salariée a choisi un poste dans un autre établissement et que ce poste est vacant, elle est transférée sur ce poste. Dans le cas où cette personne salariée ne bénéficie pas de la sécurité d'emploi, elle prend le poste de la personne salariée du même secteur d'activités et du même statut ayant le moins d'ancienneté dans l'établissement à la condition de satisfaire aux exigences normales de la tâche. La personne salariée ainsi affectée ou celle qui n'a pu obtenir de poste est mise à pied.

C) S'il subsiste des emplois à combler, les personnes salariées détentrices de poste ne bénéficiant pas de la sécurité d'emploi choisissent un poste, par ordre d'ancienneté, dans un autre établissement. Ce choix s'effectue dans un poste du même statut et du même titre d'emploi. À défaut, ce choix s'effectue dans un autre titre d'emploi du même secteur d'activités à la condition de satisfaire aux exigences normales de la tâche. À défaut d'effectuer ce choix, elles sont réputées avoir démissionné.

Les personnes salariées qui n'auront pu obtenir de poste sont mises à pied et sont inscrites, s'il y a lieu, au SNMO.

2- Fermeture totale d'un établissement sans création d'un nouvel établissement ou intégration dans un autre établissement

Jusqu'à la date de fermeture définitive de l'établissement, lorsque l'employeur abolit un poste dans un service, c'est la personne salariée du titre d'emploi et du statut ayant le moins d'ancienneté de ce service qui est mise à pied. Dans le cas où cette personne salariée ne bénéficie pas de la sécurité d'emploi, elle prend le poste de la personne salariée du même secteur d'activités et du même statut ayant le moins d'ancienneté dans l'établissement à la condition de satisfaire aux exigences normales de la tâche. La personne salariée ainsi affectée ou celle qui n'a pu obtenir de poste est mise à pied.

À la date de fermeture définitive de l'établissement, les personnes salariées encore à l'emploi de l'établissement sont mises à pied et sont inscrites, s'il y a lieu, au SNMO.

14.03 Fermeture totale ou partielle d'un ou plusieurs services avec création ou intégration de ce ou partie de ce ou ces services dans un ou plusieurs établissements qui assument auprès de la même population la vocation autrefois assumée par ce ou ces services

Lorsque l'employeur ferme totalement un service, ce sont les personnes salariées du service qui en sont affectées.

Lorsque l'employeur ferme partiellement un service, ce sont les personnes salariées ayant le moins d'ancienneté dans un titre d'emploi et un statut visés qui en sont affectées.

Les personnes salariées dont le poste est aboli choisissent un poste, par ordre d'ancienneté, dans le même titre d'emploi et le même statut dans un autre établissement, le tout en fonction des emplois disponibles.

Cependant, dans l'éventualité où le nombre d'emplois à combler dans le même titre d'emploi et le même statut est inférieur au nombre de personnes salariées bénéficiant de la sécurité d'emploi dont le poste est aboli, celles-ci choisissent, par ordre d'ancienneté, entre se prévaloir de la procédure de supplantation et/ou mise à pied ou combler un emploi disponible dans un autre établissement. S'il reste des emplois disponibles, ils sont alors comblés par les personnes salariées ayant le moins d'ancienneté parmi celles qui bénéficient de la sécurité d'emploi.

Les personnes salariées qui refusent ce transfert sont inscrites sur la liste de rappel de leur établissement.

Faute d'emplois disponibles dans le même titre d'emploi et le même statut, les autres personnes salariées sont visées par la procédure de supplantation et/ou mise à pied.

14.04 Fusion d'établissements

À la date de la fusion, les personnes salariées sont transférées dans le nouvel établissement.

A) Dans le cas où le plan d'organisation résultant de la fusion d'établissements prévoit la fermeture partielle d'un service avec création ou intégration dans un ou plusieurs autres services, les dispositions prévues au paragraphe 14.05 s'appliquent.

B) Dans le cas où le plan d'organisation résultant de la fusion d'établissements prévoit la fermeture de services sans création ou intégration dans un ou plusieurs autres services, les dispositions relatives à la procédure de supplantation et/ou mise à pied s'appliquent.

C) Dans le cas où le plan d'organisation résultant de la fusion d'établissements prévoit la fermeture de services avec création ou intégration dans un ou plusieurs autres services ou la fusion de services, les dispositions prévues au paragraphe 14.07 s'appliquent.

14.05 Fermeture totale ou partielle d'un ou plusieurs services avec création ou intégration dans un ou plusieurs autres services

Lorsque l'employeur ferme totalement un service, ce sont les personnes salariées du service qui en sont affectées.

Lorsque l'employeur ferme partiellement un service, ce sont les personnes salariées ayant le moins d'ancienneté dans un titre d'emploi et un statut visés qui en sont affectées.

Les personnes salariées dont le poste est aboli choisissent un poste, par ordre d'ancienneté, dans le même titre d'emploi et le même statut dans un autre service, le tout en fonction des emplois disponibles.

Cependant, dans l'éventualité où le nombre d'emplois à combler dans le même titre d'emploi et le même statut est inférieur au nombre de personnes salariées bénéficiant de la sécurité d'emploi dont le poste est aboli, celles-ci choisissent, par ordre d'ancienneté, entre se prévaloir de la procédure de supplantation et/ou mise à pied ou combler un emploi disponible dans un autre service. S'il reste des emplois disponibles, ils sont alors comblés par les personnes salariées ayant le moins d'ancienneté parmi celles qui bénéficient de la sécurité d'emploi.

Les personnes salariées qui refusent ce transfert sont inscrites sur la liste de rappel de l'établissement.

Faute d'emplois disponibles dans le même titre d'emploi et le même statut, les autres personnes salariées sont visées par la procédure de supplantation et/ou mise à pied.

14.06 Fermeture d'un ou plusieurs services sans création ou intégration dans un ou plusieurs autres services

Dans le cas de la fermeture d'un ou plusieurs services, la procédure de supplantation et/ou mise à pied s'applique.

14.07 Fusion de services

Les personnes salariées sont transférées dans le même titre d'emploi et le même statut dans le nouveau service, le tout en fonction des emplois disponibles.

Dans l'éventualité où le nombre d'emplois à combler est inférieur au nombre de personnes salariées visées, les emplois sont comblés, par ordre d'ancienneté, par les personnes salariées du même titre d'emploi et du même statut. Si elles refusent, elles sont inscrites sur la liste de rappel.

Faute d'emplois disponibles dans le même titre d'emploi et le même statut, les autres personnes salariées sont visées par la procédure de supplantation et/ou mise à pied.

14.08 Dans le cadre des mesures spéciales prévues aux paragraphes 14.01 à 14.07, sur demande de l'une ou l'autre des parties, celles-ci se rencontrent afin de convenir, s'il y a lieu, des alternatives susceptibles d'en réduire l'impact sur les personnes salariées. Elles peuvent également convenir, par arrangement local, d'autres modalités d'application des paragraphes 14.05 à 14.07.

14.09 Dans les cas prévus aux paragraphes 14.01 à 14.04, l'employeur donne un avis écrit d'au moins deux (2) mois au SNMO, au comité paritaire national sur la sécurité d'emploi, au syndicat et à la personne salariée.

14.10 Dans les cas prévus aux paragraphes 14.05 à 14.07, l'employeur donne un avis écrit d'au moins deux (2) mois au syndicat et à la personne salariée.

Sauf pour la personne salariée, l'avis prévu aux paragraphes 14.09 et 14.10 comprend le nom, l'adresse et le titre d'emploi des personnes salariées visées. L'avis au SNMO comprend également le numéro de téléphone des personnes salariées visées.

L'avis transmis au syndicat comprend également les renseignements suivants :

- l'échéancier prévu;

- la nature du réaménagement;
- tout autre renseignement pertinent relatif à ce réaménagement.

La personne salariée affectée par une mise à pied reçoit un avis écrit d'au moins deux (2) semaines.

14.11 Les transferts des personnes salariées occasionnés par l'application des paragraphes 14.01 à 14.07 se font à l'intérieur d'un rayon de soixante-dix (70) kilomètres de leur port d'attache ou de leur domicile.

Toutefois, la personne salariée transférée à l'extérieur d'un rayon de cinquante (50) kilomètres de son port d'attache ou de son domicile, bénéficie de la prime de remplacement prévue à l'article 15 et des frais de déménagement prévus à l'article 16, s'il y a lieu.

Pour avoir droit à ces remboursements, le déménagement doit avoir lieu à l'intérieur d'un délai maximum de six (6) mois de son entrée en fonction dans le nouveau poste.

14.12 Aux fins d'application du présent article, le mot « établissement » comprend un service communautaire.

14.13 L'établissement qui assume et/ou crée un ou des nouveaux services ne peut procéder à l'embauchage de candidats de l'extérieur qui aurait pour effet de priver les personnes salariées d'un ou des services qui ferment, d'un emploi dans le nouvel établissement ou dans le nouveau service.

La personne salariée transférée dans un nouvel établissement lors de l'application d'une mesure spéciale prévue au présent article transporte chez son nouvel employeur l'ancienneté qu'elle détenait chez son ancien employeur.

14.14 Aux fins d'application des mesures prévues aux présentes, les mouvements de personnel s'effectuent par statut.

Dans le cas d'une personne salariée à temps partiel, ces dispositions s'appliquent à l'égard des postes comportant un nombre d'heures équivalant ou supérieur au nombre d'heures du poste qu'elle détient.

14.15 Dans le cadre des mesures spéciales prévues aux paragraphes 14.01 à 14.07, l'employeur affiche la liste des postes disponibles pendant une période de sept (7) jours.

14.16 À la fin de la période de préavis, à l'exception de celle visée par les dispositions du paragraphe 14.02, la personne salariée mise à pied doit se prévaloir de la procédure de supplantation et/ou mise à pied avant de bénéficier des dispositions de l'article 15, s'il y a lieu.

14.17 Abolition d'un ou plusieurs postes

Dans le cas de l'abolition d'un ou plusieurs postes non vacants, l'employeur donne un avis écrit d'au moins quatre (4) semaines au syndicat en indiquant le ou les postes à être abolis. Cet avis peut également comprendre tout autre renseignement relatif à cette abolition. Sur demande de l'une ou l'autre des parties, celles-ci se rencontrent afin de convenir, s'il y a lieu, des alternatives susceptibles d'en réduire l'impact sur les personnes salariées.

La procédure de supplantation et/ou mise à pied s'applique.

II - PROCÉDURE DE SUPPLANTATION ET/OU MISE À PIED

14.18 La procédure de supplantation et/ou mise à pied à être négociée et agréée à l'échelle locale :

- a) doit tenir compte de l'ancienneté des personnes salariées pourvu qu'elles satisfassent aux exigences normales de la tâche;
- b) doit tenir compte du statut des personnes salariées;
- c) doit assurer, qu'à la fin du processus de supplantation et/ou mise à pied, la personne salariée qui sera effectivement mise à pied est celle ayant le moins d'ancienneté, et ce, en tenant compte des deux principes prévus aux alinéas a) et b). Cette disposition ne s'applique pas dans les cas où toutes les personnes salariées affectées par la procédure de supplantation et/ou mise à pied bénéficient de la sécurité d'emploi.

À moins que les parties en conviennent autrement par arrangement local, la supplantation s'effectue dans un rayon de cinquante (50) kilomètres du port d'attache ou du domicile de la personne salariée visée. Dans le cas où aucune possibilité de supplantation n'existe pour la personne salariée visée dans ce rayon de cinquante (50) kilomètres, le rayon applicable est de soixante-dix (70) kilomètres.

14.19 Une personne salariée à temps complet ou à temps partiel qui supplante une personne salariée à temps partiel voit son salaire fixé proportionnellement à ses heures de travail.

14.20 Dans tous les cas, la personne salariée qui supplante au-delà du rayon de cinquante (50) kilomètres de son port d'attache ou de son domicile, bénéficie de la prime de remplacement prévue à l'article 15 et des frais de déménagement prévus à l'article 16, s'il y a lieu. Pour avoir droit à ces remboursements, le déménagement doit avoir lieu à l'intérieur d'un délai maximum de six (6) mois de son entrée en fonction dans le nouveau poste.

14.21 Le salaire d'une personne salariée affectée par les dispositions du présent article est déterminé selon les paragraphes 7.02 à 7.06. Sauf dispositions contraires prévues au présent article, en aucun cas la personne salariée ne subit de diminution de salaire.

14.22 Si, à la suite de l'application de la procédure de supplantation et/ou mise à pied, des personnes salariées bénéficiant du paragraphe 15.02 ou 15.03 sont effectivement mises à pied, ces personnes salariées sont replacées dans un autre emploi selon le mécanisme prévu à l'article 15. Quant aux autres, elles sont inscrites sur la liste de rappel de l'établissement.

Définition du rayon

14.23 Aux fins d'application du présent article, le rayon de cinquante (50) ou soixante-dix (70) kilomètres, selon le cas, se calcule par voie routière (étant l'itinéraire normal) en prenant comme centre le port d'attache où travaille la personne salariée ou son domicile.

ARTICLE 15

SÉCURITÉ D'EMPLOI

La personne salariée visée au paragraphe 15.02 ou 15.03 qui subit une mise à pied suite à l'application de la procédure de supplantation et/ou mise à pied, suite à la fermeture totale de son établissement ou destruction totale de son établissement par le feu ou autrement, bénéficie des dispositions prévues au présent article.

15.01 Équipe de remplacement

A) La personne salariée bénéficiant du paragraphe 15.03 et qui a subi une mise à pied suite à l'application des dispositions de l'article 14 est inscrite sur l'équipe de remplacement de l'établissement où elle est personne salariée. Lorsqu'elle est inscrite à l'horaire de travail, elle bénéficie des dispositions de la convention collective. Cependant, dans ce cas, sa rémunération ne peut être inférieure à l'indemnité de mise à pied prévue au paragraphe 15.03.

B) Les personnes salariées de l'équipe de remplacement sont inscrites à l'horaire de travail conformément à leur statut (temps complet, temps partiel) antérieur à la mise à pied et elles doivent se présenter au travail.

C) Les personnes salariées de l'équipe de remplacement sont assignées à des fonctions à l'intérieur d'un titre d'emploi comparable, au sens du paragraphe 15.05, en autant qu'elles répondent aux exigences normales des fonctions à exécuter.

D) Toute assignation dans un poste à temps complet doit être accordée prioritairement à une personne salariée à temps complet, et ce, quelle que soit l'ancienneté des personnes salariées à temps partiel.

E) Les personnes salariées de l'équipe de remplacement ne peuvent refuser l'assignation proposée.

F) Durant les douze (12) premiers mois qui suivent la date de sa mise à pied, la personne salariée de l'équipe de remplacement peut être assignée par l'employeur au-delà d'un rayon de cinquante (50) kilomètres, mais sans excéder soixante-dix (70) kilomètres, de son port d'attache ou de son domicile.

À la suite de la période de douze (12) mois suivant la date de sa mise à pied, la personne salariée de l'équipe de remplacement peut être assignée par l'employeur au-delà d'un rayon de soixante-dix (70) kilomètres de son port d'attache ou de son domicile.

Les conditions suivantes s'appliquent à ces assignations :

1. il assure à la personne salariée les frais de déplacement et de séjour prévus à l'article 27 (Allocations de déplacement);
2. il ne peut assigner la personne salariée que pour un remplacement d'un minimum de cinq (5) jours de travail;
3. il ne peut assigner la personne salariée que pour une courte durée de remplacement (un (1) mois maximum) en limitant le nombre d'assignations à un maximum de quatre (4) fois par année, non consécutives;

4. la personne salariée ne peut être maintenue sur telle affectation et doit être réassignée dans un remplacement à l'intérieur du rayon de cinquante (50) ou soixante-dix (70) kilomètres, selon le cas, dès qu'un tel remplacement y est disponible, nonobstant les règles d'ancienneté prévues au présent paragraphe;
5. le remplacement à l'extérieur du rayon de cinquante (50) ou soixante-dix (70) kilomètres, selon le cas, n'est utilisé qu'à titre exceptionnel.

15.02 La personne salariée ayant entre un (1) an et deux (2) ans d'ancienneté et qui est mise à pied bénéficie d'une priorité d'emploi dans le secteur de la santé et des services sociaux. Son nom est inscrit sur la liste du service national de main-d'œuvre (SNMO) et son remplacement se fait selon les mécanismes prévus au présent article.

Cette personne salariée doit recevoir un avis écrit de mise à pied au moins deux (2) semaines à l'avance. Copie de cet avis est envoyée au syndicat.

Durant sa période d'attente, la personne salariée ne peut accumuler de jours de congé de maladie, ni de jours de vacances ou de jours fériés.

De plus, cette personne salariée ne reçoit aucune indemnité pendant sa période d'attente et elle n'a aucun droit à la prime de remplacement, aux frais de déménagement et de subsistance ainsi qu'à la prime de séparation prévus au présent article.

La personne salariée visée par le premier (1^{er}) alinéa du présent paragraphe et qui a subi une mise à pied suite à l'application de la procédure de supplantation et/ou mise à pied est inscrite sur la liste de rappel de l'établissement.

15.03 La personne salariée ayant deux (2) ans et plus d'ancienneté et qui est mise à pied est inscrite au SNMO et bénéficie du régime de sécurité d'emploi tant qu'elle n'a pas été replacée dans un autre emploi dans le secteur de la santé et des services sociaux, suivant les procédures prévues au présent article.

Le régime de sécurité d'emploi comprend exclusivement les bénéfices suivants :

1. Le remplacement dans le secteur de la santé et des services sociaux;
2. Une indemnité de mise à pied;
3. La continuité des avantages suivants :
 - a) le régime uniforme d'assurance vie;
 - b) le régime de base d'assurance maladie;
 - c) le régime d'assurance salaire;
 - d) le régime de retraite;
 - e) l'accumulation de l'ancienneté selon les termes de la présente convention collective et du présent article;
 - f) le régime de vacances;

- g) le transfert de sa banque de congés de maladie et des jours de vacances accumulés au moment de son remplacement chez le nouvel employeur, moins les jours utilisés pendant sa période d'attente;
- h) les droits parentaux prévus à l'article 22.

La cotisation syndicale continue d'être déduite.

L'indemnité de mise à pied est équivalente au salaire prévu au titre d'emploi de la personne salariée ou à son salaire hors échelle, s'il y a lieu, au moment de sa mise à pied.

La personne salariée à temps partiel reçoit, durant la période où elle n'a pas été remplacée, une indemnité de mise à pied équivalant au salaire moyen hebdomadaire des heures de travail effectuées au cours de ses douze (12) derniers mois de service. Cependant, cette indemnité ne peut être inférieure au salaire correspondant aux heures régulières du poste qu'elle détenait au moment de sa mise à pied.

L'indemnité est ajustée à la date d'augmentation statutaire et à la date de changement d'échelle, s'il y a lieu.

Les primes de soir et de nuit, de quart de rotation, d'heures brisées, d'ancienneté, de responsabilité et d'inconvénients non subis sont exclues de la base de calcul de l'indemnité de mise à pied.

15.03 A Aux fins du calcul de l'indemnité de mise à pied des personnes salariées à temps partiel, les heures régulières d'un poste à temps partiel correspondent à la moyenne hebdomadaire des heures prévues lors de son affichage à laquelle s'ajoute, s'il y a lieu, la moyenne hebdomadaire des autres heures effectuées dans ledit poste, par la personne salariée détentrice du poste ou par une autre personne salariée, au cours des douze (12) derniers mois.

Aux fins d'application de l'alinéa précédent, les heures effectuées pour des travaux à durée limitée ou pour répondre à un surcroît temporaire de travail ainsi que celles effectuées en temps supplémentaire sont exclues du calcul.

Si le poste à temps partiel a été créé depuis moins de douze (12) mois, la moyenne est calculée sur le nombre de semaines écoulées depuis sa création.

15.04 Aux fins d'acquisition du droit à la sécurité d'emploi ou à la priorité d'emploi, l'ancienneté ne s'accumule pas dans les cas suivants :

1. Personne salariée mise à pied.
2. Personne salariée bénéficiant d'une absence autorisée sans solde après le trentième (30^e) jour du début de l'absence, à l'exception des absences prévues aux paragraphes 22.13, 22.14, 22.15, 22.19, 22.19A, 22.21A, 22.22A.
3. Personne salariée bénéficiant d'un congé de maladie ou d'accident après le quatre-vingt-dixième (90^e) jour du début du congé, à l'exclusion des accidents du travail et des maladies professionnelles reconnues comme telles selon les dispositions de la Loi sur les accidents du travail et les maladies professionnelles (RLRQ, c. A-3.001).
4. Personne salariée qui n'est titulaire d'aucun poste dans l'établissement. Toutefois, lorsqu'elle obtient un poste, son ancienneté accumulée est reconnue aux fins de sécurité

d'emploi ou de priorité d'emploi, sous réserve des limites énoncées dans les alinéas précédents.

15.05 Procédure de remplacement

Le remplacement se fait en tenant compte de l'ancienneté, laquelle s'applique dans l'aire de remplacement dans un poste pour lequel la personne salariée rencontre les exigences normales de la tâche. Les exigences doivent être pertinentes et en relation avec la nature des fonctions.

Durant les douze (12) premiers mois suivant la date de la mise à pied de la personne salariée, l'aire de remplacement applicable est de cinquante (50) kilomètres. Au-delà de cette période, l'aire de remplacement applicable est de soixante-dix (70) kilomètres.

L'aire de remplacement est une aire géographique délimitée par un rayon de cinquante (50) ou soixante-dix (70) kilomètres, selon le cas, par voie routière (étant l'itinéraire normal) en prenant comme centre, le port d'attache où travaille la personne salariée ou son domicile.

Le remplacement se fait selon la procédure suivante :

Section I – Remplacement dans un poste comparable¹

A) La personne salariée à temps complet bénéficiant du paragraphe 15.03 est considérée comme ayant posé sa candidature sur tout poste, comparable et de même statut, pour lequel elle répond aux exigences normales de la tâche, qui devient vacant ou qui est nouvellement créé dans l'établissement où elle est une personne salariée dans l'aire de remplacement applicable en fonction de la période écoulée depuis la date de sa mise à pied. Dans le cas de la personne salariée à temps partiel, cette candidature s'applique pour tout poste comparable pour lequel elle répond aux exigences normales de la tâche dont le nombre d'heures est égal ou supérieur au nombre d'heures du poste qu'elle détenait.

B) Si la personne salariée est la seule candidate ou si elle est la candidate ayant le plus d'ancienneté, le poste lui est accordé. Si elle le refuse, elle est réputée appartenir à la liste de rappel de l'établissement.

C) Si l'ancienneté d'une autre candidate ou d'un autre candidat à ce poste est supérieure à celle de la personne salariée bénéficiant du paragraphe 15.03, l'employeur accorde le poste conformément aux dispositions relatives aux mutations volontaires, à la condition que cette candidate ou ce candidat libère un poste comparable et accessible à la personne salariée qui a le plus d'ancienneté bénéficiant du paragraphe 15.03.

D) Dans le cas contraire, le poste est accordé à la candidate ou au candidat qui a le plus d'ancienneté sur l'équipe de remplacement. Si elle ou il refuse, elle ou il est réputé appartenir à la liste de rappel de l'établissement.

E) Les règles prévues aux alinéas précédents s'appliquent aux autres vacances créées par la promotion, le transfert ou la rétrogradation, jusqu'à la fin du processus, en conformité avec les dispositions relatives aux mutations volontaires.

F) Dans le cas où le poste qui doit être accordé à la personne salariée bénéficiant du paragraphe 15.03 est situé au-delà de cinquante (50) kilomètres de son port d'attache et de son domicile, les dispositions suivantes s'appliquent :

¹ Il s'agit d'un poste comparable dans l'établissement.

1. La personne salariée peut refuser le poste tant qu'il existe une autre personne salariée bénéficiant du paragraphe 15.03 ayant moins d'ancienneté qu'elle, rencontrant les exigences normales de la tâche et pour qui c'est un poste comparable situé dans l'aire de remplacement applicable en fonction de la période écoulée depuis sa mise à pied. Dans ce cas, le poste est accordé à cette dernière.
2. S'il y a plus d'un poste qui peut lui être accordé, la personne salariée est remplacée dans le poste situé à l'endroit le plus avantageux pour elle.
3. Un sursis à son remplacement sur un tel poste peut être accordé si les besoins de remplacement prévus assurent à la personne salariée un travail continu et qu'un poste comparable vacant dans l'établissement et situé dans l'aire de remplacement applicable en fonction de la période écoulée depuis sa mise à pied puisse devenir accessible dans un délai prévu.
4. Les parties locales peuvent convenir d'autres mesures au même effet susceptibles d'atténuer l'impact du remplacement d'une personne salariée bénéficiant du paragraphe 15.03 dans un poste de l'établissement situé au-delà de cinquante (50) kilomètres.

G) Jusqu'à son remplacement, la personne salariée peut être affectée à un poste comparable à temps partiel, vacant ou nouvellement créé, pour lequel elle répond aux exigences normales de la tâche dont le nombre d'heures est inférieur au nombre d'heures du poste qu'elle détenait. Pendant cette période, le poste n'est pas soumis aux dispositions relatives aux mutations volontaires.

H) La personne salariée ainsi affectée continue d'être visée par les dispositions du présent article. Elle est inscrite sur l'équipe de remplacement pour compléter sa semaine de travail ou pour la personne salariée à temps partiel, jusqu'à concurrence du nombre d'heures ayant servi au calcul de son indemnité de mise à pied.

Section II – Remplacement dans un poste disponible et comparable²

A) La personne salariée bénéficiant du paragraphe 15.03 est tenue d'accepter tout poste disponible et comparable qui lui est offert dans l'aire de remplacement applicable en fonction de la période écoulée depuis la date de sa mise à pied.

B) Cependant, une personne salariée visée par le paragraphe 15.03 peut refuser le poste offert tant qu'il existe une autre personne salariée visée par le même paragraphe, ayant moins d'ancienneté qu'elle dans l'aire de remplacement applicable en fonction de la période écoulée depuis la date de sa mise à pied, rencontrant les exigences normales de la tâche et pour qui c'est un poste comparable.

C) L'offre effectuée à la personne salariée la moins ancienne, doit lui parvenir par un avis écrit lui accordant cinq (5) jours juridiques pour signifier son choix.

D) Le SNMO peut obliger la personne salariée affectée par la fermeture totale d'un établissement ou par la destruction totale d'un établissement par le feu ou autrement à déménager s'il n'existe pas d'autres établissements dans l'aire de remplacement applicable prévue au paragraphe 15.05.

² Il s'agit d'un poste disponible et comparable dans l'établissement ou dans un autre établissement.

Le SNMO peut également obliger la personne salariée à déménager s'il n'existe pas de postes comparables dans l'aire de remplacement applicable prévue au paragraphe 15.05.

Dans de tels cas, le déménagement se fait le plus près possible de l'ancien port d'attache de la personne salariée ou de son domicile et celle-ci bénéficie de la prime de remplacement prévue au paragraphe 15.10 et des frais de déménagement, s'il y a lieu.

E) La personne salariée à temps partiel est remplacée dans un poste disponible et comparable à la condition que le nombre d'heures hebdomadaires de travail de ce poste soit équivalent ou supérieur à la moyenne hebdomadaire des heures de travail que cette personne salariée a effectuées au cours des douze (12) mois de service précédant sa mise à pied.

F) La personne salariée à temps complet qui est remplacée par exception dans un poste à temps partiel ne subit pas de ce fait de diminution de salaire par rapport au salaire de son titre d'emploi préalable à sa mise à pied.

G) La personne salariée qui se voit offrir un poste suivant les modalités d'application ci-dessus décrites, peut refuser un tel poste. Si elle refuse, elle est réputée appartenir à la liste de rappel de son établissement sous réserve des choix qu'elle peut exercer en fonction des alinéas précédents. Dans le cas où son établissement a cessé d'exister, le refus de la personne salariée sera considéré comme un abandon volontaire de son emploi sous réserve des choix qu'elle peut exercer en fonction des alinéas précédents.

H) L'employeur peut accorder à la personne salariée de l'équipe de remplacement qui en fait la demande un sursis à son remplacement dans un autre établissement si les besoins de remplacement prévus assurent à la personne salariée un travail continu et qu'un poste comparable vacant dans l'établissement puisse devenir accessible dans un délai prévu.

Section III – Poste disponible

A) Aux fins d'application du présent article, un poste à temps complet ou à temps partiel est considéré disponible lorsqu'il n'y a eu aucune candidature ou qu'aucune personne salariée parmi celles qui ont posé leur candidature ne rencontre les exigences normales de la tâche ou que le poste devrait être accordé, en vertu des dispositions relatives aux mutations volontaires, à une candidate ou un candidat salarié à temps partiel possédant moins d'ancienneté qu'une personne salariée visée au paragraphe 15.03 inscrite au SNMO.

B) Aucun établissement ne pourra recourir à une personne salariée à temps partiel possédant moins d'ancienneté qu'une personne salariée visée au paragraphe 15.03 inscrite au SNMO ou embaucher une candidate ou un candidat de l'extérieur pour un poste disponible à temps complet ou à temps partiel tant et aussi longtemps que des personnes salariées visées au paragraphe 15.03, inscrites au SNMO, peuvent satisfaire aux exigences normales de la tâche pour un tel poste.

Section IV - Poste comparable

Aux fins d'application du présent article, un poste est réputé comparable si le poste offert en vertu des paragraphes précédents est compris dans le même secteur d'activités que celui que la personne salariée a quitté. Ces secteurs sont les suivants :

1. infirmière ou infirmier;
2. technicienne ou technicien diplômé;
3. para-technique;
4. services auxiliaires;
5. emplois de bureau;
6. métiers;
7. personnel affecté au travail social (aide sociale ou aide social, technicienne ou technicien en assistance sociale et technicienne ou technicien aux contributions);
8. personnel affecté à l'éducation et/ou rééducation (éducatrice ou éducateur et technicienne ou technicien en éducation spécialisée);
9. infirmière ou infirmier auxiliaire;
10. professionnelle ou professionnel.

Section V – Dispositions diverses

15.06 La personne salariée doit satisfaire aux exigences normales de la tâche pour tout poste dans lequel elle est replacée. Il incombe à son nouvel employeur de démontrer que la candidate ou le candidat replacé par le SNMO ne peut remplir les exigences normales de la tâche.

15.07 La personne salariée bénéficiant du paragraphe 15.03 peut demander d'être replacée dans un poste non comparable dans son établissement pour lequel elle répond aux exigences normales de la tâche.

15.08 La personne salariée qui doit déménager en vertu du présent article reçoit un avis écrit et bénéficie d'une période de cinq (5) jours juridiques pour faire son choix. Copie de l'avis est envoyée au syndicat.

15.09 La personne salariée bénéficiant du paragraphe 15.03 peut accepter un emploi à l'extérieur de l'aire de remplacement applicable en fonction de la période écoulée depuis la date de sa mise à pied. La personne salariée qui accepte un emploi au-delà d'un rayon de soixante-dix (70) kilomètres de son port d'attache ou de son domicile bénéficie d'une prime de remplacement équivalant à trois (3) mois de salaire, et des frais de déménagement, s'il y a lieu.

15.10 Sous réserve du paragraphe 15.09, toute personne salariée bénéficiant du paragraphe 15.03 qui est replacée au sens du présent article au-delà d'un rayon de cinquante (50) kilomètres de son port d'attache ou de son domicile bénéficie de la prime de remplacement et, a droit, si elle doit déménager, aux frais de déménagement prévus par le règlement du Conseil du trésor apparaissant à l'article 16 ou aux allocations prévues par le programme fédéral de la mobilité de la main-d'œuvre, s'il y a lieu.

15.11 La personne salariée à temps partiel bénéficiant du paragraphe 15.03 se voit appliquer la prime de remplacement au prorata des heures de travail effectuées au cours de ses douze (12) derniers mois de service.

15.12 La personne salariée bénéficiant du paragraphe 15.03 cesse de recevoir son indemnité de mise à pied dès qu'elle est replacée à l'intérieur du secteur de la santé et des services sociaux ou dès qu'elle occupe un emploi en dehors de ce secteur.

15.13 La personne salariée replacée transporte chez son nouvel employeur tous les droits que lui confère la présente convention sauf les privilèges acquis en vertu de l'article 28 qui ne sont pas transférables.

15.14 Dans le cas où il n'existe pas de convention collective chez le nouvel employeur, chaque personne salariée replacée est régie par les dispositions de la présente convention, en autant qu'elles sont applicables individuellement, comme s'il s'agissait d'un contrat individuel de travail jusqu'à ce qu'intervienne une convention collective dans l'établissement ou une réglementation sur les conditions de travail la visant.

15.15 La personne salariée bénéficiant du paragraphe 15.03 et qui, de sa propre initiative, entre le moment où elle est effectivement mise à pied et son avis de remplacement, se replace à l'extérieur du secteur de la santé et des services sociaux, ou qui, pour des raisons personnelles, décide de quitter définitivement ce secteur et remet sa démission, par écrit, à son employeur, a droit à une somme équivalant à six (6) mois de salaire à titre de paie de séparation.

La personne salariée à temps partiel bénéficie de la paie de séparation au prorata des heures de travail effectuées au cours des douze (12) mois précédant sa mise à pied.

Nonobstant ce qui précède, pendant les trois (3) premières semaines de sa mise à pied, la personne salariée peut choisir de remettre sa démission sur réception de l'avis écrit de remplacement mentionné au présent paragraphe, sans affecter son droit à la prime de séparation.

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

1- Un service national de main-d'œuvre (SNMO) est mis sur pied. Ce service est sous la responsabilité du Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS).

Ce service coordonne le remplacement et assume la responsabilité de la mise en œuvre des programmes de recyclage des personnes salariées bénéficiant du paragraphe 15.03, et ce, en conformité avec les règles prévues à la convention collective.

2- Le SNMO transmet aux représentantes ou représentants du comité paritaire national sur la sécurité d'emploi (CPNSE), à la fin de chaque période comptable, toutes les informations relatives à la réalisation de ses mandats, notamment :

- la liste des postes disponibles;
- la liste des personnes salariées bénéficiant du paragraphe 15.03, incluant les informations apparaissant à leur fiche d'inscription, ainsi qu'en discriminant les situations suivantes :
 - les personnes salariées inscrites au cours de la période comptable;
 - les personnes salariées radiées au cours de la période comptable, le motif de leur radiation et, le cas échéant, le nom de l'établissement où elles ont été replacées;

- les personnes salariées qui ne sont toujours pas remplacées.

1- Le SNMO transmet également par écrit aux représentantes ou représentants du CPNSE, aux établissements concernés, aux syndicats concernés et aux personnes salariées bénéficiant du paragraphe 15.03 du même secteur d'activités ayant plus d'ancienneté que la personne salariée remplacée, toutes les informations relatives à un remplacement.

15.17 Recyclage

1. Aux fins de remplacement dans des titres d'emploi pour lesquels le SNMO reçoit un nombre important de requêtes pour des postes disponibles, des cours de recyclage seront accessibles aux personnes salariées bénéficiant du paragraphe 15.03 pour qui les opportunités de remplacement sont peu nombreuses.

Le recyclage des personnes salariées bénéficiant de la sécurité d'emploi et inscrites au SNMO s'actualise par toute démarche d'apprentissage, académique ou autre, permettant à la personne salariée visée d'acquérir et/ou actualiser les habiletés et/ou les connaissances requises à l'exercice de son titre d'emploi ou d'un autre titre d'emploi.

Afin de privilégier le remplacement de la personne salariée bénéficiant du paragraphe 15.03 dans son établissement au terme d'une période de recyclage, les parties locales conviennent préalablement par entente qu'un poste sera alors accessible à la personne salariée ainsi recyclée.

2. L'accessibilité des personnes salariées aux cours de recyclage est soumise aux conditions suivantes :

- que le titre d'emploi de la personne salariée ait été identifié comme prioritaire aux fins de recyclage;
- que la personne salariée réponde aux exigences des organismes qui dispensent les cours;
- qu'un poste disponible puisse être offert à court terme à la personne salariée ainsi recyclée.

3. Les dispositions suivantes s'appliquent aux personnes salariées visées par le recyclage :

- la personne salariée qui suit des cours de recyclage n'est pas tenue d'accepter un remplacement ou un remplacement pendant la durée de son recyclage;
- les frais de scolarité sont à la charge du SNMO;
- la personne salariée qui a terminé son recyclage est soumise aux règles de remplacement, tant dans son titre d'emploi que dans le titre d'emploi pour lequel elle a été recyclée;
- aux fins de son remplacement, la personne salariée qui a terminé son recyclage est réputée dans le titre d'emploi pour lequel elle a été recyclée;
- la personne salariée peut, avec motif valable, refuser de suivre un cours de recyclage ainsi offert; à défaut d'avoir un motif valable, elle est réputée appartenir à la liste de rappel de l'établissement.

15.18 Recours

Toute personne salariée bénéficiant du paragraphe 15.03 se croyant lésée par une décision du SNMO peut demander l'étude de son cas au CPNSE en envoyant un avis écrit à cet effet dans les dix (10) jours suivant la transmission par le SNMO, en vertu du paragraphe 15.16-3, des informations relatives à un remplacement ou dans les dix (10) jours suivant la transmission des informations relatives à l'appréciation par le SNMO des motifs de son refus d'accepter le recyclage offert.

Le CPNSE dispose du litige dans les dix (10) jours de la réception de l'avis ou dans tout autre délai convenu par le comité.

Une décision unanime du CPNSE est transmise par écrit au SNMO, aux personnes salariées, aux syndicats et aux établissements concernés. La décision du comité est exécutoire et lie toutes les parties en cause.

Lorsque les membres du CPNSE ne sont pas parvenus à régler le litige, ils s'entendent sur le choix d'un arbitre. À défaut d'entente sur un tel choix, celui-ci est nommé d'office par le ministère du Travail, de l'Emploi et de la Solidarité sociale. Les frais et honoraires de l'arbitre sont assumés à parts égales entre les parties.

L'arbitre doit transmettre par écrit aux parties ayant siégé au CPNSE, au SNMO, aux personnes salariées, aux syndicats et aux établissements concernés, l'endroit, la date et l'heure auxquels il entend procéder à l'audition de l'appel. L'arbitre devra tenir l'audition de l'appel dans les vingt (20) jours du moment où le dossier lui a été confié.

L'arbitre procède à l'audition et entend tout témoin et toute représentation faite par les parties (SCFP-FTQ et SNMO) et par toute partie intéressée.

À défaut par l'une ou l'autre des parties en cause dûment convoquées d'être présente ou représentée le jour fixé pour l'audition, l'arbitre pourra procéder malgré toute absence.

L'arbitre doit rendre sa décision dans les quinze (15) jours de la date fixée pour l'audition. Cette décision doit être rendue par écrit et être motivée.

La décision de l'arbitre est exécutoire et lie toutes les parties en cause.

L'arbitre possède tous les pouvoirs attribués selon les termes de l'article 11 de la convention collective.

Il est entendu que l'arbitre ne peut ajouter, retrancher ou modifier quoi que ce soit au texte de la convention collective.

Si l'arbitre vient à la conclusion que le SNMO n'a pas agi conformément aux dispositions de la convention collective, il peut :

- annuler un remplacement;
- ordonner au SNMO de replacer la personne salariée lésée selon les dispositions prévues à la convention collective;
- rendre toute décision relative à l'appréciation des motifs du refus d'un recyclage;
- émettre des ordonnances liant toutes les parties en cause.

15.19 Comité paritaire national sur la sécurité d'emploi (CPNSE)

1- Un comité paritaire national sur la sécurité d'emploi est créé. Il est formé de trois (3) représentantes ou représentants du SCFP-FTQ et de trois (3) représentantes ou représentants du CPNSSS. Si le dossier à traiter concerne plus d'une organisation syndicale, le CPNSE est élargi et siège en présence de trois (3) représentantes ou représentants de chacune des organisations syndicales en cause.

Madame Nathalie Faucher³ est désignée comme présidente. Elle ne participe aux rencontres du CPNSE que si celui-ci n'a pas fait l'unanimité sur une décision à rendre en vertu des alinéas 3 et 4 ou s'il n'y a pas d'entente au CPNSE sur la recevabilité d'un litige relatif aux mesures spéciales.

2- Les mandats du CPNSE sont de :

- a) vérifier l'application des règles prévues à la convention collective pour le remplacement effectué par le SNMO des personnes salariées bénéficiant de l'article 15;
- b) trancher un litige relatif à une décision du SNMO;
- c) faire annuler toute nomination dans le cas où la procédure de remplacement dans un poste disponible et comparable n'a pas été appliquée;
- d) identifier des solutions dans les cas où :
 - des personnes salariées bénéficiant du paragraphe 15.03 ont eu, au cours des six (6) premiers mois de leur mise à pied, un taux d'utilisation inférieur à 25 % du nombre d'heures ayant servi à établir leur indemnité de mise à pied;
 - des personnes salariées bénéficiant du paragraphe 15.03 n'ont pas été replacées au cours des douze (12) premiers mois de leur mise à pied;
 - des difficultés de remplacement se présentent relativement à l'aire de remplacement;
- e) analyser les possibilités de recyclage des personnes salariées bénéficiant du paragraphe 15.03 pour qui les possibilités de remplacement sont peu nombreuses, discuter des sommes devant y être consacrées et, s'il y a lieu, identifier les critères de sélection. Le CPNSE soumet ses recommandations au SNMO;
- f) discuter de toute question relative au régime de sécurité d'emploi relevant de son mandat.

3- À la demande d'un syndicat ou d'un employeur, le CPNSE tranche tout litige relatif aux modalités applicables lors d'une mesure spéciale non prévue à la convention collective ou tout litige relatif au choix de la disposition applicable parmi celles prévues aux paragraphes 14.01 à 14.07. Dans ce dernier cas, le litige doit concerner plus d'une (1) unité de négociation.

Une telle demande doit être effectuée dans les trente (30) jours de l'avis transmis par l'employeur de son intention d'appliquer une telle mesure.

S'il n'y a pas d'entente au CPNSE sur la recevabilité d'un litige, la présidente tranche. Dans le cas où le CPNSE ou, à défaut, la présidente, conclut que le litige est recevable par le CPNSE, la mesure envisagée est suspendue jusqu'à la décision.

3. En cas d'empêchement d'agir, monsieur Claude Martin est désigné comme substitut.

Chaque employeur et chaque syndicat local peuvent être représentés par deux (2) personnes provenant de l'établissement (sans procureur).

Le CPNSE détermine, s'il y a lieu, les règles applicables lors d'une mesure spéciale non prévue à la convention collective ou lorsque des règles différentes ne sont pas conciliables.

4- À la demande de l'une ou l'autre des parties au CPNSE, celui-ci se rencontre afin :

a) de convenir des moyens nécessaires pour :

- disposer de toute décision ayant pour effet que des parties locales se soustraient, par entente ou autrement, aux obligations qui leur incombent relativement aux postes disponibles pour les personnes salariées bénéficiant du paragraphe 15.03;
- disposer de toute décision au niveau régional pouvant aller à l'encontre des dispositions du régime de sécurité d'emploi;

b) de vérifier si nécessaire la possibilité de concilier les règles prévues pour le remplacement des personnes salariées bénéficiant du paragraphe 15.03 lorsque plus d'une organisation syndicale est impliquée et, lorsque les règles de remplacement ne sont pas conciliables, examiner le remplacement de ces personnes;

c) d'examiner la validité d'une inscription au SNMO d'une personne salariée bénéficiant du paragraphe 15.03.

5- Toute décision unanime du CPNSE rendue en application des alinéas 3 et 4 est exécutoire et lie toutes les parties en cause. S'il n'y a pas d'entente au CPNSE, la présidente tranche et sa décision doit être rendue par écrit dans les quinze (15) jours de la rencontre du CPNSE; elle est exécutoire, sans appel et lie toutes les parties en cause. La présidente a tous les pouvoirs attribués à l'arbitre selon les termes de l'article 11 de la convention collective. Il est entendu que la présidente du CPNSE ne peut ajouter, retrancher ou modifier des dispositions prévues à la convention collective sauf dans les cas suivants :

- la mesure spéciale n'est pas prévue;
- il a été incapable de concilier les dispositions des diverses conventions collectives relativement aux mesures spéciales ou lorsque les règles de remplacement ne sont pas conciliables en vertu de l'alinéa 4b).

Dans ces cas, la présidente peut déterminer les règles applicables et sa décision constitue alors un cas d'espèce.

6- À défaut par l'une ou l'autre des parties en cause dûment convoquées de se présenter à une rencontre du CPNSE, celui-ci ou, le cas échéant, la présidente, peut procéder malgré toute absence.

7- Les établissements s'engagent à annuler toute nomination suite à une décision du CPNSE ou de sa présidente.

8- Les honoraires et les frais de la présidente du CPNSE sont assumés à parts égales entre les parties.

9- Le CPNSE établit les règles nécessaires à son bon fonctionnement. Toutes les décisions du comité doivent être prises à l'unanimité.

15.20 Si la personne salariée conteste une décision du SNMO impliquant un déménagement obligatoire et n'entre pas en fonction dans son nouvel emploi, elle cesse de recevoir l'indemnité équivalant à son salaire à compter du cinquantième (50^e) jour de l'avis du SNMO lui indiquant l'endroit de son nouvel emploi.

Le CPNSE ou à défaut d'unanimité, la présidente, dispose de toute plainte formulée par une personne salariée relativement à un remplacement qui implique un déménagement. À cette fin, la présidente du CPNSE possède tous les pouvoirs attribués à une ou un arbitre selon les termes de l'article 11.

Si la personne salariée a gain de cause, la présidente du CPNSE ordonne, s'il y a lieu, le remboursement des frais encourus par la personne salariée, suite à son entrée chez son nouvel employeur ou le remboursement des pertes de revenu qu'elle a subies si elle n'est pas entrée en fonction.

La personne salariée bénéficiant du paragraphe 15.03 et contestant une décision prise par le SNMO impliquant un déménagement, bénéficie des allocations de subsistance aux termes et conditions prévus par les règlements du Conseil du trésor apparaissant à l'article 16 et/ou des allocations prévues par le programme fédéral de la mobilité de la main-d'œuvre à la condition qu'elle occupe le poste dans les délais prévus dans l'avis du SNMO.

Le déménagement définitif de la personne salariée et, s'il y a lieu, de ses personnes dépendantes ne peut toutefois pas être effectué avant que la décision de la présidente du CPNSE ne soit rendue.

15.21 La personne salariée qui tout en contestant une décision du SNMO impliquant un déménagement de sa part, décide d'occuper le poste offert après la date fixée par le SNMO, n'a pas droit aux allocations de subsistance prévues par les règlements du Conseil du trésor apparaissant à l'article 16 et/ou aux allocations prévues par le programme fédéral de la mobilité de la main-d'œuvre.

15.22 Dispositions générales

Le ministère de la Santé et des Services sociaux (MSSS) fournit les fonds nécessaires à l'administration et l'application du régime de sécurité d'emploi, selon les termes du présent article.

Le MSSS a la responsabilité de s'assurer de l'application des décisions rendues par le SNMO, le CPNSE, par les arbitres ou la présidente.

15.23 Aux fins d'application du présent article, le secteur de la santé et des services sociaux comprend tous les centres exploités par les établissements publics au sens de la Loi sur les services de santé et les services sociaux (RLRQ, c. S-4.2), les établissements privés conventionnés au sens de cette loi et tout organisme qui fournit des services à un centre ou à des personnes bénéficiaires conformément à cette loi et est déclaré par le gouvernement être assimilé à un établissement tel que l'entend la Loi sur les services de santé et les services sociaux, le Conseil Cri de la santé et des services sociaux de la Baie-James, la Régie régionale de la santé et des services sociaux du Nunavik, ainsi qu'à cette fin uniquement, l'Institut national de santé publique et les unités de négociation déjà couvertes par le présent régime de sécurité d'emploi de la Corporation d'Urgences-santé.

ARTICLE 16

FRAIS DE DÉMÉNAGEMENT

16.01 Les dispositions du présent article visent à déterminer ce à quoi la personne salariée pouvant bénéficier du remboursement de ses frais de déménagement a droit à titre de frais de déménagement, dans le cadre de la sécurité d'emploi prévue à l'article 15 de la convention collective.

16.02 Les frais de déménagement ne sont applicables à une personne salariée que si le service national de main-d'œuvre (SNMO) accepte que la relocalisation de telle personne salariée nécessite son déménagement.

Le déménagement est réputé nécessaire s'il s'effectue et si la distance entre le nouveau et l'ancien port d'attache de la personne salariée est supérieure à cinquante (50) kilomètres, sauf si la distance entre son nouveau port d'attache et son domicile est inférieure à cinquante (50) kilomètres.

16.03 Frais de transport de meubles et effets personnels

Le SNMO s'engage à assumer, sur production de pièces justificatives, les frais encourus pour le transport des meubles meublants et effets personnels de la personne salariée visée, y compris l'emballage, le déballage et le coût de la prime d'assurance ou les frais de remorquage d'une maison mobile, à la condition qu'elle fournisse à l'avance au moins deux (2) soumissions détaillées des frais à encourir.

16.04 Le SNMO ne paie toutefois pas le coût du transport du véhicule personnel de la personne salariée, à moins que l'endroit de son nouveau domicile soit inaccessible par la route. De même, les frais de transport d'une embarcation, canot, etc., ne sont pas remboursés par le SNMO.

16.05 Entreposage

Lorsqu'un déménagement d'un domicile à un autre ne peut s'effectuer directement pour des raisons de force majeure, autres que la construction d'une nouvelle résidence, le SNMO paie les frais d'entreposage des meubles meublants et effets personnels de la personne salariée et de ses personnes dépendantes, pour une période ne dépassant pas deux (2) mois.

Dépenses concomitantes de déplacement

16.06 Le SNMO paie une allocation de déplacement de sept cent cinquante dollars (750,00 \$) à toute personne salariée déplacée tenant logement ou de deux cents dollars (200,00 \$) à toute autre personne salariée déplacée en compensation des dépenses concomitantes de déplacement (tapis, draperies, débranchement et raccordement d'appareils électriques, nettoyage, frais de garde, etc.), à moins que ladite personne salariée ne soit affectée à un lieu où des facilités complètes sont mises à sa disposition par l'établissement.

16.07 Compensation pour bail

La personne salariée visée au paragraphe 16.01 a également droit, s'il y a lieu, à la compensation suivante : à l'abandon d'un logis sans bail écrit, le SNMO paie la valeur d'un (1) mois de loyer. S'il y a un bail, le SNMO dédommage, pour une période maximum de trois (3) mois de loyer, la personne salariée qui doit résilier son bail et dont la ou le propriétaire exige une compensation. Dans les deux (2) cas, la

personne salariée doit attester le bien-fondé de la requête de la ou du propriétaire et produire les pièces justificatives.

16.08 Si la personne salariée choisit de sous-louer elle-même son logement, les frais raisonnables d'annonce pour la sous-location sont à la charge du SNMO.

16.09 Remboursement des dépenses inhérentes à la vente d'une maison

Le SNMO paie, relativement à la vente et/ou à l'achat de la maison-résidence principale de la personne salariée relocalisée, les dépenses suivantes :

- a) les frais de courtage sur production de pièces justificatives après passation du contrat de vente;
- b) les frais d'actes notariés au coût réel, imputables à la personne salariée pour l'achat d'une maison aux fins de résidence à l'endroit de son affectation, à la condition que la personne salariée soit déjà propriétaire de sa maison au moment de son déplacement et que ladite maison soit vendue;
- c) les pénalités pour bris d'hypothèque, de même que la taxe de mutation de propriété.

16.10 Lorsque la maison de la personne salariée relocalisée, quoique mise en vente à un prix raisonnable, n'est pas vendue au moment où la personne salariée doit assumer un nouvel engagement pour se loger, le SNMO ne rembourse pas les frais relatifs à la garde de la maison non vendue. Cependant, dans ce cas, sur production des pièces justificatives, le SNMO rembourse, pour une période ne dépassant pas trois (3) mois, les dépenses suivantes :

- a) les taxes municipales et scolaires;
- b) l'intérêt sur l'hypothèque;
- c) le coût de la prime d'assurance.

16.11 Dans le cas où la personne salariée relocalisée choisit de ne pas vendre sa maison-résidence principale, elle peut bénéficier des dispositions du présent paragraphe, afin d'éviter à la personne salariée propriétaire une double charge financière due au fait que sa résidence principale ne serait pas louée au moment où elle doit assumer de nouvelles obligations pour se loger dans la localité où elle est déplacée. Le SNMO lui paie, pour la période pendant laquelle sa maison ne serait pas louée, le montant de son nouveau loyer jusqu'à concurrence d'une période de trois (3) mois, sur présentation des baux. De plus, le SNMO lui rembourse les frais raisonnables d'annonce et les frais d'au plus deux (2) voyages encourus pour la location de sa maison, sur présentation des pièces justificatives et conformément à la réglementation concernant les frais de voyage en vigueur au SNMO.

16.12 Frais de séjour et d'assignation

Lorsqu'un déménagement d'un domicile à un autre ne peut s'effectuer directement pour des raisons de force majeure autres que la construction d'une nouvelle résidence, le SNMO rembourse la personne salariée de ses frais de séjour, conformément à la réglementation concernant les frais de voyage en vigueur au SNMO pour elle et sa famille, pour une période n'excédant pas deux (2) semaines.

16.13 Dans le cas où le déménagement serait retardé, avec l'autorisation du SNMO, ou la personne conjointe et les enfants à charge de la personne salariée ne seraient pas relocalisés immédiatement, le SNMO assume les frais de transport de la personne salariée pour les visiter, à toutes les deux (2) semaines, jusqu'à concurrence de quatre cent quatre-vingts (480) kilomètres, si la distance à parcourir est égale ou inférieure à quatre cent quatre-vingts (480) kilomètres aller-retour et, une (1) fois par mois, jusqu'à un maximum de seize cents (1600) kilomètres, si la distance à parcourir aller-retour est supérieure à quatre cent quatre-vingts (480) kilomètres.

16.14 Le remboursement des frais de déménagement prévus au présent article se fait dans les soixante (60) jours de la présentation par la personne salariée des pièces justificatives.

ARTICLE 17

ANNÉES D'EXPÉRIENCE ANTÉRIEURE

17.01 La personne salariée est classée, quant à son salaire seulement, selon la durée de travail antérieur dans le même titre d'emploi que celui qu'elle occupe ou, le cas échéant, en tenant compte de l'expérience pertinente dans un autre titre d'emploi comparable dans le milieu de la santé et des services sociaux et le milieu de l'éducation.

Pour le calcul de l'expérience de la personne salariée à temps partiel, chaque jour de travail équivaut :

- à 1/225^e d'année d'expérience si elle a droit à vingt (20) jours de congé annuel;
- à 1/224^e d'année d'expérience si elle a droit à vingt et un (21) jours de congé annuel;
- à 1/223^e d'année d'expérience si elle a droit à vingt-deux (22) jours de congé annuel;
- à 1/222^e d'année d'expérience si elle a droit à vingt-trois (23) jours de congé annuel;
- à 1/221^e d'année d'expérience si elle a droit à vingt-quatre (24) jours de congé annuel;
- à 1/220^e d'année d'expérience si elle a droit à vingt-cinq (25) jours de congé annuel.

Nonobstant les alinéas précédents, la personne salariée actuellement au service de l'employeur et celle embauchée par la suite ne peut se voir créditer, aux fins de classement dans son échelle de salaire, l'expérience acquise au cours de l'année 1983.

17.02 La personne salariée doit produire une attestation de son expérience acquise, attestation qu'elle doit obtenir de l'établissement où cette expérience a été acquise. La personne salariée doit présenter à l'employeur son attestation écrite à l'intérieur d'un délai de trente (30) jours à compter de la demande de l'employeur à cet effet. À défaut par la personne salariée qui a été informée par l'employeur de l'existence de ce paragraphe de présenter son attestation dans le délai ci-haut mentionné, son expérience antérieure n'est reconnue qu'à compter de la date de présentation de son attestation.

Toutefois, s'il est impossible à la personne salariée de remettre une preuve écrite ou une attestation de cette expérience, après avoir fait la preuve de telle impossibilité, elle peut faire une déclaration assermentée qui a alors la même valeur que l'attestation écrite.

17.03 L'employeur remet à la personne salariée, le jour même de son départ, une attestation écrite de l'expérience acquise par la personne salariée dans l'établissement.

ARTICLE 18

CONGÉS SANS SOLDE ET PARTIELS SANS SOLDE

18.01 Durant un congé sans solde n'excédant pas trente (30) jours ou un congé partiel sans solde de vingt pour cent (20 %) ou moins d'un poste à temps complet, la personne salariée maintient sa participation au régime de retraite.

Dans le cas d'un congé sans solde de plus de trente (30) jours ou d'un congé partiel sans solde de plus de vingt pour cent (20 %) d'un poste à temps complet, la personne salariée peut maintenir sa participation à son régime de retraite sous réserve du paiement de ses cotisations.

18.02 Les modalités suivantes s'appliquent au congé sans solde dont la durée excède trente (30) jours :

a) Ancienneté

La personne salariée conserve l'ancienneté qu'elle avait au moment de son départ.

Cependant, dans le cas d'un congé sans solde pour enseigner dans un collège d'enseignement général et professionnel, dans une commission scolaire ou dans une université, la personne salariée conserve et accumule son ancienneté durant la première année.

Si le congé sans solde est renouvelé pour une année additionnelle, la personne salariée ne fait que conserver son ancienneté à compter de la cinquante-troisième (53^e) semaine.

b) En cas de cessation d'emploi, les congés de maladie visés au paragraphe 23.40 et ceux accumulés en vertu du paragraphe 23.41 sont monnayés au taux de salaire du début du congé, et ce, selon le quantum et les modalités prévus à la présente convention.

c) Assurance collective

La personne salariée n'a plus droit au régime d'assurance collective durant son congé à l'exception du régime de base d'assurance vie prévu à la présente convention. À son retour, elle est réadmise au plan. Cependant et sous réserve des dispositions du paragraphe 23.26, sa participation au régime de base d'assurance maladie est obligatoire et elle doit payer seule toutes les contributions et primes nécessaires à cet effet.

La personne salariée peut maintenir sa participation aux autres régimes assurés en payant seule toutes les contributions et primes nécessaires à cet effet, le tout sujet aux clauses et stipulations du contrat d'assurance en vigueur.

d) Exclusion

Sauf les dispositions du présent paragraphe, la personne salariée, durant son congé sans solde, n'a pas droit aux bénéfices de la convention collective en vigueur dans l'établissement, tout comme si elle n'était pas à l'emploi de l'établissement, sous réserve de son droit de réclamer des bénéfices acquis antérieurement, et des dispositions prévues aux articles 10 et 11.

18.03 Si un cours aux fins de récupération scolaire ou de formation professionnelle suivi par la personne salariée nécessite un congé sans solde n'excédant pas soixante-deux (62) semaines, la personne salariée conserve et accumule son ancienneté.

Si le congé sans solde excède soixante-deux (62) semaines, la personne salariée ne fait que conserver son ancienneté à compter de la soixante-troisième (63^e) semaine, et ce, pour la durée totale des études entreprises.

La personne salariée en congé sans solde qui désire travailler à temps partiel pendant son congé, est considérée comme une personne salariée à temps partiel et est régie par les règles qui s'appliquent à la personne salariée à temps partiel sauf en ce qui a trait au premier (1^{er}) alinéa du présent paragraphe.

Congé partiel sans solde

18.04 La personne salariée à temps complet qui bénéficie d'un congé partiel sans solde est considérée comme une personne salariée à temps partiel et est régie, pendant la durée de son congé partiel sans solde, par les règles qui s'appliquent à la personne salariée à temps partiel. Cependant, elle accumule son ancienneté et bénéficie du régime de base d'assurance vie comme si elle était une personne salariée à temps complet pendant une période maximale de cinquante-deux (52) semaines.

Toutefois la personne salariée à temps complet qui bénéficie d'un congé partiel sans solde pour fins d'étude dans un domaine relié à la santé et aux services sociaux accumule son ancienneté comme si elle était une personne salariée à temps complet pour toute la durée du congé.

Malgré ce qui précède, la personne salariée à temps complet qui bénéficie de la disposition particulière prévue au paragraphe 18.15 de la convention collective 2000-2003 accumule son ancienneté comme si elle était demeurée à temps complet.

Congé sans solde pour œuvrer dans un établissement nordique

18.05 Après entente avec son employeur, la personne salariée recrutée pour œuvrer dans un (1) des établissements suivants :

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) :

- Centre de santé Tulattavik de l'Ungava;
- Centre de santé Inuulitsivik;

Terres-cries-de-la-Baie-James (18) :

- Conseil Cri de la santé et des services sociaux de la Baie-James;

obtient, après demande écrite faite trente (30) jours à l'avance, un congé sans solde d'une durée maximum de douze (12) mois.

Après entente avec son employeur d'origine, ce congé sans solde pourra être prolongé pour une autre ou d'autres périodes qui totalisent au plus quarante-huit (48) mois.

18.06 Les modalités suivantes s'appliquent au congé sans solde prévu au paragraphe 18.05 :

a) Ancienneté et expérience

L'ancienneté et l'expérience acquises durant ce congé sans solde seront reconnues à la personne salariée à son retour.

b) Congé annuel

L'employeur remet à la personne salariée la rémunération correspondante aux jours de congé annuel accumulés jusqu'à la date de son départ en congé sans solde.

c) Congé de maladie

Les congés de maladie accumulés au moment du début du congé sans solde sont portés au crédit de la personne salariée et ne peuvent être monnayés, sauf ceux monnayés annuellement en vertu du régime d'assurance salaire.

Cependant, si la personne salariée met fin à son emploi ou si, à l'expiration de son congé sans solde, elle ne revient pas chez l'employeur, tous les congés de maladie peuvent être monnayés au taux existant au moment du début du congé sans solde de la personne salariée et selon le quantum et les modalités apparaissant dans la convention collective en vigueur au moment du début du congé sans solde de la personne salariée.

d) Régime de retraite

La personne salariée, durant son congé sans solde, ne subit aucun préjudice relatif à son régime de retraite si elle revient au travail à l'intérieur de la période autorisée.

e) Assurance collective

La personne salariée n'a plus droit au régime d'assurance collective durant son congé sans solde. Toutefois, elle bénéficie du régime en vigueur dans l'établissement où elle travaille, et ce, dès le début de son emploi.

f) Exclusion

La personne salariée, durant son congé sans solde, n'a pas droit aux bénéfices de la convention collective, ni ne peut acquérir ou accumuler de droits ou d'avantages pouvant lui donner un bénéfice quelconque après son retour, sauf dans la mesure expressément prévue par le présent paragraphe et sous réserve de son droit de réclamer des bénéfices acquis antérieurement.

g) Modalités de retour

La personne salariée peut reprendre son poste chez l'employeur d'origine, pourvu qu'elle l'en avise, par écrit, au moins trente (30) jours à l'avance.

Toutefois, si le poste que la personne salariée détenait au moment de son départ n'est plus disponible, la personne salariée doit se prévaloir des dispositions relatives à la procédure de supplantation et/ou mise à pied prévues à l'article 14.

À défaut d'utiliser le mécanisme ci-haut décrit alors qu'il lui est possible de le faire, la personne salariée est inscrite sur la liste de rappel.

h) Droit de postuler

La personne salariée peut poser sa candidature à un poste et l'obtenir conformément aux dispositions de la convention collective à la condition qu'elle puisse entrer en fonction dans les trente (30) jours de sa nomination.

ARTICLE 19

TEMPS SUPPLÉMENTAIRE

19.01 Tout travail fait en plus de la journée régulière ou de la semaine régulière, approuvé ou fait à la connaissance de la personne supérieure immédiate et sans objection de sa part, est considéré comme temps supplémentaire.

Malgré toutes dispositions locales à l'effet contraire, si du travail doit être exécuté en temps supplémentaire, l'employeur doit l'offrir en priorité aux personnes salariées à temps complet ainsi qu'aux personnes salariées à temps partiel qui offrent et respectent leurs disponibilités émises à temps complet qui sont disponibles, et ce, à tour de rôle, de façon à le répartir équitablement entre ces personnes salariées qui font normalement ce travail dans le service.

19.02 La personne salariée qui effectue un travail en temps supplémentaire est rémunérée, pour le nombre d'heures effectuées, de la façon suivante :

- 1- Au taux et demi de son salaire, en règle générale.
- 2- Au taux double de son salaire si le travail en temps supplémentaire est effectué durant un congé férié, et ce, en plus du paiement du congé.

Les parties peuvent convenir, par arrangement local, de la conversion en temps chômé du travail effectué en temps supplémentaire.

19.03 Nonobstant le paragraphe 19.02 et l'article 3 de l'annexe F :

- a) Augmenter le taux de rémunération à 200 % pour le temps supplémentaire effectué durant la fin de semaine, après la semaine régulière de travail, pour :
 - La personne salariée de la catégorie du personnel en soins infirmiers et cardiorespiratoires œuvrant dans un service dont les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine;
 - La personne salariée de la catégorie du personnel paratechnique, des services auxiliaires et de métiers œuvrant dans un service dont les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine;
 - La personne salariée de la catégorie du personnel de bureau, techniciens et professionnels de l'administration œuvrant dans un service dont les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine;
 - La personne salariée de la catégorie des techniciens et des professionnels de la santé et des services sociaux œuvrant dans un service dont les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine.

b) Modalité additionnelle pour le paiement du taux double de fin de semaine pour les services en 24/7

- La personne salariée qui a effectivement travaillé le nombre d'heures prévues à son titre d'emploi selon la Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la Santé et des Services sociaux, sans égard à ce qu'elle soit titulaire d'un poste à temps complet ou non, et qui effectue un ou des quarts de travail complets la fin de semaine en sus de la semaine régulière normale de travail, verra ceux-ci rémunérés en temps supplémentaire à taux double, pourvu qu'elle ait respecté son horaire de travail sept (7) jours avant et sept (7) jours après le quart de travail visé.

Les absences suivantes ne sont pas pénalisantes :

- Les congés annuels prévus au calendrier ;
- Les congés fériés prévus au calendrier;
- Les libérations syndicales (internes et externes);
- La conversion de primes;
- Les congés mobiles;
- Les congés parentaux, incluant les visites médicales liées à la grossesse;
- Les congés prévus à l'horaire aux fins d'aménagement de temps de travail ou d'ententes particulières (ex. : horaire 9/10, horaire 4/32, etc.);
- Les congés sociaux prévus à la convention collective.

c) Convertir du temps supplémentaire sur des quarts de travail de fin de semaine en congé chômé selon les modalités suivantes :

- Après 15 quarts complets de travail en temps supplémentaire sur des quarts de fin de semaine rémunérés à taux double, la personne salariée peut être payée à taux et demi et accumuler en banque de temps, à partir du 16^e quart de travail en temps supplémentaire sur un quart de fin de semaine, 0,5 jour par quart, jusqu'à un maximum de 5 jours par année;
- La personne salariée ne doit pas s'être absentée, à l'exception de la liste des absences prévue aux 3^e sous-alinéa de l'alinéa b) du présent paragraphe, sept (7) jours avant et sept (7) jours après les quarts de travail en temps supplémentaire. Dans le cas contraire, le temps supplémentaire ne peut être cumulé aux fins de la période de qualification et d'accumulation des congés.
- La prise des journées chômées se fait après entente avec l'employeur. Les journées chômées qui n'ont pas été prises sont monnayées, à taux simple, le 15 décembre de chaque année. L'année de référence est du 1^{er} décembre au 30 novembre, à moins que les parties locales en conviennent autrement.

Autres modifications :

- La personne salariée reçoit le taux double pour les quarts complets effectués la fin de semaine dans les lieux dont les soins et services sont offerts comme étant 24/7, et ce, sans égard à la question de savoir si son propre service de rattachement est 24/7, selon les modalités prévues au paragraphe 19.03.

19.04 S'il y a rappel au travail sans avis préalable alors que la personne salariée a quitté l'établissement, elle reçoit pour chaque rappel :

- 1- une indemnité de transport équivalant à une (1) heure à taux simple;
- 2- un paiement minimum de deux (2) heures au taux de temps supplémentaire.

Toutefois, même s'il y a avis préalable, est également considéré comme rappel au travail le cas de la personne salariée qui est requise, en dehors de son horaire habituel, de revenir effectuer un travail spécifique et exceptionnel et qui n'a pas comme but le remplacement d'une personne salariée absente.

Le présent paragraphe ne s'applique pas si le temps supplémentaire est effectué en continuité, immédiatement avant ou après la période régulière de travail de la personne salariée.

19.05 La personne salariée qui, suite à un rappel, effectue une prestation de travail sans avoir à se déplacer à l'établissement ou chez un usager n'a pas droit aux bénéfices prévus pour le rappel au travail et est rémunérée au taux régulier ou au taux de temps supplémentaires, selon le cas, pour le temps effectivement consacré à ladite intervention. Elle reçoit toutefois un paiement minimum d'une (1) heure au taux régulier ou au taux de temps supplémentaire, selon le cas.

Nonobstant ce qui précède, si la personne salariée intervient de nouveau pendant l'heure durant laquelle elle est déjà rémunérée en vertu du premier (1^{er}) alinéa, elle est alors rémunérée en temps continu à partir du début de la première intervention jusqu'à la fin de la nouvelle intervention.

19.06 Il est convenu que le rappel d'une personne salariée de la liste de rappel ne constitue pas un rappel au sens du présent article.

19.07 La personne salariée qui se rend au travail lorsqu'elle est en disponibilité est, le cas échéant, rémunérée, en plus de son allocation de disponibilité, suivant les dispositions du présent article.

19.08 La personne salariée en disponibilité après sa journée ou sa semaine régulière de travail reçoit, pour chaque période de huit (8) heures, une allocation équivalant à une (1) heure de salaire à taux simple.

19.09 Tout travail accompli en temps supplémentaire en service privé auprès d'une ou plusieurs personnes bénéficiaires, en exécution d'un service assuré au sens de la Loi sur l'assurance -hospitalisation (RLRQ c. A-28) est rémunéré selon les dispositions du présent article.

ARTICLE 20

CONGÉS FÉRIÉS PAYÉS

20.01 L'employeur reconnaît et observe durant l'année (1^{er} juillet au 30 juin) treize (13) congés fériés incluant ceux institués ou à être institués par Loi ou par décret gouvernemental.

20.02 À l'occasion d'un congé férié, aux fins du calcul du temps supplémentaire, le nombre d'heures de travail de la semaine où la personne salariée prend effectivement son congé est diminué d'autant d'heures qu'il y en a dans une journée régulière de travail, et ce, même si le jour férié tombe un jour de congé hebdomadaire.

20.03 Lorsque la personne salariée est tenue de travailler l'un de ces jours fériés, l'employeur lui accorde son congé dans les quatre (4) semaines qui précèdent ou suivent le congé férié, à moins que la personne salariée l'ait accumulé dans une banque si une telle possibilité a été convenue par les parties locales.

Dans l'éventualité où l'employeur ne peut accorder le congé férié dans les délais prévus au premier (1^{er}) alinéa et que la personne salariée n'a pas accumulé ce congé dans une banque, il s'engage à le payer à la personne salariée au taux double de son salaire tout en lui payant son congé férié au taux régulier.

20.04 Lorsque l'un de ces congés fériés tombe un jour de repos hebdomadaire, un samedi ou un dimanche, pendant les vacances ou pendant une absence pour maladie n'excédant pas douze (12) mois, à l'exception des accidents du travail, les personnes salariées ne perdent pas ce congé férié.

Par ailleurs, si le congé férié tombe pendant une absence pour maladie n'excédant pas douze (12) mois, l'employeur verse la différence entre la prestation de l'assurance salaire et la rémunération prévue au paragraphe 20.06.

20.05 Pour bénéficier des dispositions qui précèdent, la personne salariée doit accomplir ses fonctions ordinaires durant le jour ouvrable qui précède ou qui suit le congé férié, à moins que son absence ne soit prévue à son horaire de travail, n'ait été autorisée au préalable par l'employeur ou motivée ultérieurement par une raison sérieuse.

20.06 En congé férié, la personne salariée reçoit une rémunération équivalant à celle qu'elle recevrait si elle était au travail.

ARTICLE 21

CONGÉ ANNUEL (VACANCES)

21.01 La personne salariée ayant moins d'un (1) an de service au 30 avril a droit à un jour et deux tiers ($1\frac{2}{3}$) de congé payé pour chaque mois de service.

La personne salariée ayant droit à moins de dix (10) jours de congé payés peut compléter deux (2) semaines (quatorze (14) jours de calendrier) à ses frais.

La personne salariée ayant droit à plus de dix (10) jours, mais moins de quinze (15) jours de congé payés, peut compléter trois (3) semaines (vingt-et-un (21) jours de calendrier) à ses frais.

La personne salariée ayant droit à plus de quinze (15) jours, mais moins de vingt (20) jours de congé payés, peut compléter quatre (4) semaines (vingt-huit (28) jours de calendrier) à ses frais.

21.02 La personne salariée ayant un (1) an et plus de service au 30 avril a droit à quatre (4) semaines de congé annuel payées (vingt (20) jours ouvrables).

Toute personne salariée qui a au moins quinze (15) ans de service a droit au quantum du congé annuel suivant :

15 ans de service au 30 avril :	21 jours ouvrables
16 ans de service au 30 avril :	22 jours ouvrables
17 ans de service au 30 avril :	23 jours ouvrables
18 ans de service au 30 avril :	24 jours ouvrables
À compter de 19 ans de service et plus au 30 avril :	25 jours ouvrables

La personne salariée qui n'a pas quitté le réseau de la santé et des services sociaux depuis plus d'un (1) an se voit reconnaître toutes les années de service accumulées dans le réseau de la santé et des services sociaux aux fins de déterminer son quantum de congé annuel. Pour la personne salariée ayant moins d'un (1) an de service dans le nouvel établissement au 30 avril, le quantum de congé annuel et la rémunération afférente sont établis au prorata du nombre de mois de service durant l'année de référence (1^{er} mai au 30 avril). Toutefois, cette personne salariée peut compléter, à ses frais, son nombre de jours de congé annuel jusqu'à concurrence du quantum auquel elle aurait eu droit si elle avait été à l'emploi de l'établissement durant toute l'année de référence.

21.03 Aux fins du calcul, la personne salariée embauchée entre le 1^{er} et le 15^e jour du mois inclusivement est considérée comme ayant un (1) mois complet de service.

21.04 La période de service donnant droit au congé annuel payé s'établit du 1^{er} mai d'une année au 30 avril de l'année subséquente.

21.05 En congé annuel, la personne salariée à temps complet reçoit une rémunération équivalant à celle qu'elle recevrait si elle était au travail.

Toutefois, si la personne salariée a détenu plus d'un statut depuis le début de la période de service donnant droit à ce congé annuel, le montant qu'elle reçoit est établi de la façon suivante :

1. une rémunération équivalant à celle qu'elle recevrait si elle était au travail pour le nombre de jours de congé annuel accumulés au cours des mois entiers pendant lesquels elle a détenu un statut de temps complet;
2. une rémunération établie conformément au paragraphe 7.13 sous-alinéa 2 calculée sur les montants prévus audit sous-alinéa et versés pour les mois pendant lesquels elle a détenu un statut de temps partiel.

21.06 Lorsqu'une personne salariée quitte le service de l'employeur, elle a droit au bénéfice des jours de congé annuel accumulés jusqu'à la date de son départ, dans les proportions déterminées au présent article.

ARTICLE 22

DROITS PARENTAUX

SECTION I DISPOSITIONS GÉNÉRALES

22.01 Les indemnités du congé de maternité, du congé de paternité ou du congé pour adoption sont uniquement versées à titre de supplément aux prestations d'assurance parentale ou aux prestations d'assurance-emploi, selon le cas, ou dans les cas prévus ci-après, à titre de paiements durant une période d'absence pour laquelle le Régime québécois d'assurance parentale et le Régime d'assurance-emploi ne s'appliquent pas.

Sous réserve de l'alinéa A du paragraphe 22.11 et du paragraphe 22.11A, les indemnités pour le congé de maternité, de paternité et d'adoption ne sont toutefois versées que durant les semaines où la personne salariée reçoit ou recevrait, si elle en faisait la demande, des prestations du Régime québécois d'assurance parentale ou du Régime d'assurance-emploi.

Dans le cas où la personne salariée partage avec son conjoint les prestations d'adoption ou parentales prévues par le Régime québécois d'assurance parentale ou par le Régime d'assurance-emploi, l'indemnité n'est versée que si la personne salariée reçoit effectivement une prestation d'un de ces régimes pendant le congé de maternité prévu au paragraphe 22.05, le congé de paternité prévu au paragraphe 22.21A ou le congé pour adoption prévu au paragraphe 22.22A.

22.02 Lorsque les parents sont tous deux (2) de sexe féminin, les indemnités et avantages octroyés au père sont alors octroyés à celle des deux mères qui n'a pas donné naissance à l'enfant.

22.03 L'employeur ne rembourse pas à la personne salariée les sommes qui pourraient être exigées d'elle soit par le ministre de l'Emploi et de la Solidarité sociale en vertu de l'application de la Loi sur l'assurance parentale (RLRQ, c. A-29.011), soit par Emploi et Développement social du Canada (EDSC) en vertu de la Loi sur l'assurance-emploi (L.C. 1996, c. 23).

22.03 A Le salaire hebdomadaire de base¹, le salaire hebdomadaire de base différé et les indemnités de départ ne sont ni augmentés, ni diminués par les versements reçus en vertu du Régime québécois d'assurance parentale ou du Régime de prestations supplémentaires d'assurance-emploi.

22.04 À moins de stipulations expresses à l'effet contraire, le présent article ne peut avoir pour effet de conférer à la personne salariée un avantage, monétaire ou non monétaire, dont elle n'aurait pas bénéficié si elle était restée au travail.

SECTION II CONGÉ DE MATERNITÉ

22.05 La salariée enceinte admissible au Régime québécois d'assurance parentale a droit à un congé de maternité d'une durée de vingt et une (21) semaines qui, sous réserve des paragraphes 22.08 ou 22.08A, doivent être consécutives.

¹ On entend par « salaire hebdomadaire de base » le salaire régulier de la personne salariée incluant le supplément régulier de salaire pour une (1) semaine de travail régulièrement majorée, ainsi que la rémunération additionnelle payable à la personne salariée en vertu de la convention collective en raison de sa formation postsecondaire et les primes de responsabilité à l'exclusion des autres, sans aucune autre rémunération additionnelle même pour le temps supplémentaire.

La salariée enceinte non admissible au Régime québécois d'assurance parentale a droit à un congé de maternité d'une durée de vingt (20) semaines qui, sous réserve des paragraphes 22.08 ou 22.08A, doivent être consécutives.

La salariée qui devient enceinte alors qu'elle bénéficie d'un congé sans solde ou d'un congé partiel sans solde prévu par le présent article a aussi droit à ce congé de maternité et aux indemnités prévues aux paragraphes 22.10, 22.11 et 22.11A, selon le cas.

La personne salariée dont la conjointe décède se voit transférer le résiduel du congé de maternité et bénéficie des droits et indemnités s'y rattachant.

22.06 La salariée a également droit à un congé de maternité dans le cas d'une interruption de grossesse à compter du début de la vingtième (20^e) semaine précédant la date prévue de l'accouchement.

22.07 La répartition du congé de maternité, avant et après l'accouchement, appartient à la salariée. Ce congé est simultanément à la période de versement des prestations accordées en vertu de la Loi sur l'assurance parentale et doit débiter au plus tard la semaine suivant le début du versement des prestations accordées en vertu du Régime québécois d'assurance parentale.

Pour la salariée admissible à des prestations en vertu du Régime d'assurance-emploi, le congé de maternité doit comprendre le jour de l'accouchement.

22.08 Lorsqu'elle est suffisamment rétablie de son accouchement et que son enfant n'est pas en mesure de quitter l'établissement de santé, la salariée peut suspendre son congé de maternité en retournant au travail. Il est complété lorsque l'enfant intègre la résidence.

En outre, lorsque la salariée est suffisamment rétablie de son accouchement et que son enfant est hospitalisé après avoir quitté l'établissement de santé, la salariée peut suspendre son congé de maternité, après entente avec son employeur, en retournant au travail pendant la durée de cette hospitalisation.

22.08A Sur demande de la salariée, le congé de maternité peut être fractionné en semaines si son enfant est hospitalisé ou pour une situation, autre qu'une maladie reliée à la grossesse, visée aux articles 79.1 et 79.8 à 79.12 de la Loi sur les normes du travail (RLRQ, c. N-1.1).

Le nombre maximal de semaines pendant lesquelles le congé de maternité peut être suspendu est équivalent au nombre de semaines que dure l'hospitalisation de l'enfant. Pour les autres possibilités de fractionnement, le nombre maximal de semaines de suspension est celui prévu à la Loi sur les normes du travail pour une telle situation.

Durant une telle suspension, la salariée est considérée en congé sans solde et ne reçoit de l'employeur ni indemnité, ni prestation; elle bénéficie toutefois des avantages prévus au paragraphe 22.28.

22.08 B Lors de la reprise du congé de maternité suspendu ou fractionné en vertu du paragraphe 22.08 ou 22.08A, l'employeur verse à la salariée l'indemnité à laquelle elle aurait alors eu droit si elle ne s'était pas prévalu d'une telle suspension ou d'un tel fractionnement, et ce, pour le nombre de semaines qu'il reste à courir en vertu des paragraphes 22.10, 22.11 ou 22.11A, selon le cas, sous réserve du paragraphe 22.01.

22.09 Pour obtenir le congé de maternité, la salariée doit donner un préavis écrit à l'employeur au moins deux (2) semaines avant la date du départ. Ce préavis doit être accompagné d'un certificat médical ou d'un rapport écrit signé par une sage-femme attestant de la grossesse et de la date prévue pour la naissance.

Le délai de présentation du préavis peut être moindre si un certificat médical atteste que la salariée doit quitter son poste plus tôt que prévu. En cas d'imprévu, la salariée est exemptée de la formalité du préavis, sous réserve de la production à l'employeur d'un certificat médical attestant qu'elle devait quitter son emploi sans délai.

Cas admissibles au Régime québécois d'assurance parentale

22.10 La salariée qui a accumulé vingt (20) semaines de service¹ et qui est admissible à des prestations en vertu du Régime québécois d'assurance parentale, reçoit, pendant les vingt et une (21) semaines de son congé de maternité, une indemnité calculée selon la formule suivante² :

1^o en additionnant :

- a) le montant représentant 100 % du salaire hebdomadaire de base de la salariée jusqu'à concurrence de 225 \$;
- b) et le montant représentant 88 % de la différence entre le salaire hebdomadaire de base de la salariée et le montant établi au précédent sous-alinéa a);

2^o et en soustrayant de cette somme le montant des prestations de maternité ou parentales qu'elle reçoit, ou qu'elle recevrait si elle en faisait la demande, du Régime québécois d'assurance parentale.

Cette indemnité se calcule à partir des prestations du Régime québécois d'assurance parentale qu'une salariée a droit de recevoir sans tenir compte des montants soustraits de telles prestations en raison des remboursements de prestations, des intérêts, des pénalités et autres montants recouvrables en vertu de la Loi sur l'assurance parentale.

Toutefois, si une modification est apportée au montant de la prestation versée par le Régime québécois d'assurance parentale suite à une modification des informations fournies par l'employeur, celui-ci corrige le montant de l'indemnité en conséquence.

Lorsque la salariée travaille pour plus d'un employeur, l'indemnité est égale à la différence entre le montant établi au sous-alinéa 1^o du premier alinéa et le montant des prestations du Régime québécois d'assurance parentale correspondant à la proportion du salaire hebdomadaire de base qu'il lui verse par rapport à la somme des salaires hebdomadaires de base versés par l'ensemble des employeurs. À cette fin, la salariée produit à chacun des employeurs un état des salaires hebdomadaires versés par chacun de ceux-ci en même temps que le montant des prestations qui lui sont payables en application de la Loi sur l'assurance parentale.

1. La salariée absente ou le salarié absent accumule du service si son absence est autorisée, notamment pour invalidité, et comporte une prestation ou une rémunération.

2. Cette formule a été utilisée pour tenir compte du fait, notamment, que la salariée bénéficie en pareille situation d'une exonération des cotisations aux régimes de retraite, au Régime québécois d'assurance parentale et au Régime d'assurance-emploi.

22.10 A L'employeur ne peut compenser, par l'indemnité qu'il verse à la salariée en congé de maternité, la diminution des prestations du Régime québécois d'assurance parentale attribuable au salaire gagné auprès d'un autre employeur.

Malgré les dispositions de l'alinéa précédent, l'employeur effectue cette compensation si la salariée démontre que le salaire gagné est un salaire habituel, au moyen d'une lettre à cet effet de l'employeur qui le verse. Si la salariée démontre qu'une partie seulement de ce salaire est habituelle, la compensation est limitée à cette partie.

L'employeur qui verse le salaire habituel prévu par l'alinéa précédent doit, à la demande de la salariée, lui produire cette lettre.

Le total des montants reçus par la salariée durant le congé de maternité, en prestations du Régime québécois d'assurance parentale, indemnité et salaire ne peut cependant excéder le montant brut établi au sous-alinéa 1^o du 1^{er} alinéa du paragraphe 22.10. La formule doit être appliquée sur la somme des salaires hebdomadaires de base reçus de son employeur prévue au paragraphe 22.10 ou, le cas échéant, de ses employeurs.

Cas non admissibles au Régime québécois d'assurance parentale mais admissibles au Régime d'assurance-emploi

22.11 La salariée qui a accumulé vingt (20) semaines de service et qui est admissible au Régime d'assurance-emploi sans être admissible au Régime québécois d'assurance parentale a droit de recevoir pendant les vingt (20) semaines de son congé de maternité, une indemnité calculée de la façon suivante :

- A. pour chacune des semaines du délai de carence prévu au Régime d'assurance-emploi, une indemnité calculée de la façon suivante¹ :

en additionnant :

- a) le montant représentant 100 % du salaire hebdomadaire de base de la salariée jusqu'à concurrence de 225 \$;
- b) et le montant représentant 88 % de la différence entre le salaire hebdomadaire de base de la salariée et le montant établi au précédent sous-alinéa a).

- B. pour chacune des semaines qui suivent la période prévue à l'alinéa A, une indemnité calculée selon la formule suivante :

1^o en additionnant :

- a) le montant représentant 100 % du salaire hebdomadaire de base de la salariée jusqu'à concurrence de 225 \$;
- b) et le montant représentant 88 % de la différence entre le salaire hebdomadaire de base de la salariée et le montant établi au précédent sous-alinéa a);

2. Cette formule a été utilisée pour tenir compte du fait, notamment, que la salariée bénéficie en pareille situation d'une exonération des cotisations aux régimes de retraite, au Régime québécois d'assurance parentale et au Régime d'assurance-emploi.

2^o et en soustrayant de cette somme le montant des prestations de maternité ou parentales qu'elle reçoit, ou qu'elle recevrait si elle en faisait la demande, du Régime d'assurance-emploi.

Cette indemnité se calcule à partir des prestations d'assurance-emploi qu'une salariée a droit de recevoir sans tenir compte des montants soustraits de telles prestations en raison des remboursements de prestations, des intérêts, des pénalités et autres montants recouvrables en vertu du Régime d'assurance-emploi.

Toutefois, si une modification est apportée au montant de la prestation d'assurance-emploi suite à une modification des informations fournies par l'employeur, celui-ci corrige le montant de l'indemnité en conséquence.

Lorsque la salariée travaille pour plus d'un employeur, l'indemnité est égale à la différence entre le montant établi au sous-alinéa 1^o de l'alinéa B du premier alinéa et le montant des prestations du Régime d'assurance-emploi correspondant à la proportion du salaire hebdomadaire de base qu'il lui verse par rapport à la somme des salaires hebdomadaires de base versés par l'ensemble des employeurs. À cette fin, la salariée produit à chacun des employeurs un état des salaires hebdomadaires versés par chacun de ceux-ci en même temps que le montant des prestations qui lui sont payables en application de la Loi sur l'assurance-emploi.

De plus, si EDSC réduit le nombre de semaines de prestations d'assurance-emploi auxquelles la salariée aurait eu autrement droit si elle n'avait pas bénéficié de prestations d'assurance-emploi avant son congé de maternité, la salariée continue de recevoir, pour une période équivalant aux semaines soustraites par EDSC, l'indemnité prévue au présent alinéa B comme si elle avait, durant cette période, bénéficié de prestations d'assurance-emploi.

Le paragraphe 22.10A s'applique en faisant les adaptations nécessaires.

Cas non admissibles au Régime québécois d'assurance parentale et au Régime d'assurance-emploi

22.11 A La salariée non admissible aux prestations du Régime québécois d'assurance parentale et du Régime d'assurance-emploi est également exclue du bénéfice de toute indemnité prévue aux paragraphes 22.10 et 22.11.

Toutefois, la salariée qui a accumulé vingt (20) semaines de service a droit à une indemnité calculée selon la formule suivante, et ce, durant douze (12) semaines, si elle ne reçoit pas de prestations d'un régime de droits parentaux établi par une autre province ou un autre territoire :

En additionnant :

- a) le montant représentant 100 % du salaire hebdomadaire de base de la salariée jusqu'à concurrence de 225 \$;
- b) et le montant représentant 88 % de la différence entre le salaire hebdomadaire de base de la salariée et le montant établi au précédent sous-alinéa a).

Le 4^e alinéa du paragraphe 22.10A s'applique au présent paragraphe en faisant les adaptations nécessaires.

22.12 Dans les cas prévus par les paragraphes 22.10, 22.11 et 22.11A :

- a) Aucune indemnité ne peut être versée durant la période de vacances au cours de laquelle la salariée est rémunérée.
- b) À moins que le régime de paiement des salaires applicable ne soit à la semaine, l'indemnité est versée à intervalle de deux (2) semaines, le premier (1^{er}) versement n'étant toutefois exigible, dans le cas de la salariée admissible au Régime québécois d'assurance parentale ou au Régime d'assurance-emploi, que quinze (15) jours après l'obtention par l'employeur d'une preuve qu'elle reçoit des prestations de l'un ou l'autre de ces régimes. Aux fins du présent paragraphe, sont considérés comme preuves un état ou un relevé des prestations ainsi que les renseignements fournis par le ministère du Travail, de l'Emploi et de la Solidarité sociale ou par EDSC au moyen d'un relevé officiel.
- c) Le service se calcule auprès de l'ensemble des employeurs des secteurs public et parapublic (fonction publique, éducation, santé et services sociaux), des agences de la santé et des services sociaux, des organismes dont la loi prévoit que les normes et barèmes de rémunération sont déterminés conformément aux conditions définies par le gouvernement, de l'Office franco-québécois pour la jeunesse, de la Société de gestion du réseau informatique des commissions scolaires ainsi que tout autre organisme dont le nom apparaît à l'annexe C de la Loi sur le régime de négociation des conventions collectives dans les secteurs public et parapublic (RLRQ, c. R-8.2).

De plus, l'exigence de vingt (20) semaines de service requise en vertu des paragraphes 22.10, 22.11 et 22.11A est réputée satisfaite, le cas échéant, lorsque la salariée a satisfait à cette exigence auprès de l'un ou l'autre employeur mentionné au présent sous-alinéa.

- d) Le salaire hebdomadaire de base de la salariée à temps partiel est le salaire hebdomadaire de base moyen des vingt (20) dernières semaines précédant son congé de maternité.

Si, pendant cette période, la salariée a reçu des prestations établies à un certain pourcentage de son salaire régulier, il est entendu qu'aux fins du calcul de son salaire de base durant son congé de maternité, on réfère au salaire de base à partir duquel telles prestations ont été établies.

Par ailleurs, toute période pendant laquelle la salariée en congé spécial prévu au paragraphe 22.19 ne reçoit aucune indemnité de la Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST), les semaines pendant lesquelles la salariée était en congé annuel ou bénéficiait d'une absence sans solde prévue à la convention collective sont exclues aux fins du calcul de son salaire hebdomadaire de base moyen.

Si la période des vingt (20) dernières semaines précédant le congé de maternité de la salariée à temps partiel comprend la date de majoration des taux et échelles de salaire, le calcul du salaire hebdomadaire de base est fait à partir du taux de salaire en vigueur à cette date. Si, par ailleurs, le congé de maternité comprend la date de majoration des taux et échelles de salaire, le salaire hebdomadaire de base évolue à cette date selon la formule de redressement de l'échelle qui lui est applicable.

Les dispositions du présent sous-alinéa constituent une des stipulations expresses visées par le paragraphe 22.04.

22.13 Durant son congé de maternité, la salariée bénéficie, en autant qu'elle y ait normalement droit, des avantages suivants :

- assurance vie;
- assurance salaire, en versant sa quote-part;
- accumulation de vacances;
- accumulation de congés de maladie;
- accumulation de l'ancienneté;
- accumulation de l'expérience;
- accumulation de l'ancienneté aux fins de la sécurité d'emploi;
- droit de poser sa candidature à un poste et de l'obtenir conformément aux dispositions de la convention collective comme si elle était au travail.

22.14 La salariée peut reporter au maximum quatre (4) semaines de vacances annuelles si celles-ci se situent à l'intérieur du congé de maternité et si, au plus tard deux (2) semaines avant l'expiration dudit congé, elle avise par écrit son employeur de la date du report.

22.15 Si la naissance a lieu après la date prévue, la salariée a droit à une prolongation de son congé de maternité égale à la période de retard, sauf si elle dispose déjà d'une période d'au moins deux (2) semaines de congé de maternité après la naissance.

La salariée peut bénéficier d'une prolongation du congé de maternité si l'état de santé de son enfant ou si l'état de santé de la salariée l'exige. La durée de cette prolongation est celle qui est indiquée au certificat médical qui doit être fourni par la salariée.

Durant ces prolongations, la salariée est considérée en congé sans solde et ne reçoit de l'employeur ni indemnité, ni prestation. La salariée bénéficie des avantages prévus au paragraphe 22.13 pendant les six (6) premières semaines de prolongation de son congé seulement et, par la suite, bénéficie de ceux mentionnés au paragraphe 22.28.

22.16 Le congé de maternité peut être d'une durée moindre que celle prévue au paragraphe 22.05. Si la salariée revient au travail dans les deux (2) semaines suivant la naissance, elle produit, sur demande de l'employeur, un certificat médical attestant de son rétablissement suffisant pour reprendre le travail.

22.17 L'employeur doit faire parvenir à la salariée, au cours de la quatrième (4^e) semaine précédant l'expiration du congé de maternité, un avis indiquant la date prévue de l'expiration dudit congé.

La salariée à qui l'employeur a fait parvenir l'avis ci-dessus doit se présenter au travail à l'expiration de son congé de maternité, à moins de prolonger celui-ci de la manière prévue au paragraphe 22.31.

La salariée qui ne se conforme pas à l'alinéa précédent est réputée en congé sans solde pour une période n'excédant pas quatre (4) semaines. Au terme de cette période, la salariée qui ne s'est pas présentée au travail est présumée avoir démissionné.

22.18 Au retour du congé de maternité, la salariée reprend son poste ou, le cas échéant, un poste obtenu à sa demande durant le congé, conformément aux dispositions de la convention collective.

Dans l'éventualité où le poste aurait été aboli, ou en cas de supplantation, la salariée a droit aux avantages dont elle aurait bénéficié si elle avait alors été au travail.

De même, au retour du congé de maternité, la salariée ne détenant pas de poste reprend l'assignation qu'elle détenait au moment de son départ si la durée prévue de cette assignation se poursuit après la fin du congé de maternité. Si l'assignation est terminée, la salariée a droit à toute autre assignation selon les dispositions de la convention collective.

SECTION III CONGÉS SPÉCIAUX À L'OCCASION DE LA GROSSESSE ET DE L'ALLAITEMENT

Affectation provisoire et congé spécial

22.19 La salariée peut demander d'être affectée provisoirement à un autre poste, vacant ou temporairement dépourvu de titulaire, du même titre d'emploi ou, si elle y consent et sous réserve des dispositions applicables de la convention collective, d'un autre titre d'emploi, dans les cas suivants :

- a) Elle est enceinte et ses conditions de travail comportent des risques de maladie infectieuse ou des dangers physiques pour elle ou l'enfant à naître;
- b) Ses conditions de travail comportent des dangers pour l'enfant qu'elle allaite;
- c) Elle travaille régulièrement sur écran cathodique.

La salariée doit présenter dans les meilleurs délais un certificat médical à cet effet.

Lorsque l'employeur reçoit une demande de retrait préventif, il en avise immédiatement le syndicat et lui indique le nom de la salariée et les motifs à l'appui de la demande de retrait préventif.

Si elle y consent, une autre personne salariée que celle qui demande d'être affectée provisoirement peut, après avoir obtenu l'accord de l'employeur, échanger son poste avec la salariée enceinte ou qui allaite pour la durée de la période d'affectation provisoire. Cette disposition s'applique dans la mesure où l'une et l'autre répondent aux exigences normales de la tâche.

La salariée ainsi affectée à un autre poste ou celle qui consent à occuper le poste de cette salariée conserve les droits et privilèges rattachés à leur poste régulier respectif.

L'affectation provisoire est prioritaire à celle des personnes salariées de la liste de rappel et s'effectue, si possible, sur le même quart de travail.

Si l'affectation n'est pas effectuée immédiatement, la salariée a droit à un congé spécial qui débute immédiatement. À moins qu'une affectation provisoire ne survienne par après et y mette fin, le congé spécial se termine, pour la salariée enceinte, à la date de son accouchement et pour la salariée qui allaite à la fin de la période de l'allaitement. Toutefois, pour la salariée admissible aux prestations payables en vertu de la Loi sur l'assurance parentale, le congé spécial se termine à compter de la quatrième (4^e) semaine précédant la date prévue pour l'accouchement.

Durant le congé spécial prévu par le présent paragraphe, la salariée est régie, quant à son indemnité, par les dispositions de la Loi sur la santé et la sécurité du travail (RLRQ, c. S-2.1) relatives au retrait préventif de la travailleuse enceinte ou de la travailleuse qui allaite.

Cependant, suite à une demande écrite à cet effet, l'employeur verse à la salariée une avance sur l'indemnité à recevoir sur la base des paiements qui peuvent être anticipés. Si la CNESST verse l'indemnité anticipée, le remboursement de l'avance se fait à même celle-ci. Sinon, le remboursement se fait à raison de dix pour cent (10 %) du montant versé par période de paie, jusqu'à extinction de la dette.

Toutefois, dans le cas où la salariée exerce son droit de demander une révision de la décision de la CNESST ou de contester cette décision devant le Tribunal administratif du travail, le remboursement ne peut être exigé avant que la décision de révision administrative de la CNESST ou, le cas échéant, celle du Tribunal administratif du travail ne soit rendue.

La salariée qui travaille régulièrement sur écran cathodique peut demander que son temps de travail sur écran cathodique soit réduit. L'employeur doit alors étudier la possibilité de modifier temporairement et sans perte de droits, les fonctions de la salariée affectée à un écran cathodique dans le but de réduire à un maximum de deux (2) heures par demi-journée le travail à l'écran cathodique. Si des modifications sont possibles, l'employeur l'affectera alors à d'autres tâches qu'elle est raisonnablement en mesure d'accomplir pour le reste de son temps de travail.

L'inhalothérapeute enceinte qui travaille continuellement en contact avec les gaz anesthésiques peut être transférée, à sa demande ou à la demande de l'employeur, dans une autre unité d'inhalothérapie. Ce transfert n'est que temporaire et au retour de son congé de maternité, elle doit réintégrer son poste.

Autres congés spéciaux

22.19 A La salariée a également droit à un congé spécial dans les cas suivants :

- a) lorsqu'une complication de grossesse ou un danger d'interruption de grossesse exige un arrêt de travail pour une période dont la durée est prescrite par un certificat médical; ce congé spécial ne peut toutefois se prolonger au-delà du début de la quatrième (4^e) semaine précédant la date prévue d'accouchement;
- b) sur présentation d'un certificat médical qui en prescrit la durée, lorsque survient une interruption de grossesse naturelle ou provoquée avant le début de la vingtième (20^e) semaine précédant la date prévue d'accouchement;
- c) pour les visites reliées à la grossesse effectuées chez une professionnelle ou un professionnel de la santé et attestées par un certificat médical ou un rapport écrit signé par une sage-femme.

22.20 Dans le cas des visites visées au sous-alinéa c) du paragraphe 22.19A, la salariée bénéficie d'un congé spécial avec solde jusqu'à concurrence d'un maximum de cinq (5) jours. Ces congés spéciaux peuvent être pris par demi-journée (½).

Durant les congés spéciaux octroyés en vertu de la présente section, la salariée bénéficie des avantages prévus par le paragraphe 22.13, en autant qu'elle y ait normalement droit, et par le paragraphe 22.18 de la section II. La salariée visée aux sous-alinéas a), b) et c) du paragraphe 22.19A peut également se prévaloir des bénéfices du régime de congés de maladie ou d'assurance salaire. Toutefois, dans le cas du sous-alinéa c), la salariée doit d'abord avoir épuisé les cinq (5) jours prévus ci-dessus.

SECTION IV CONGÉ DE PATERNITÉ

22.21 Le salarié a droit à un congé payé d'une durée maximale de cinq (5) jours ouvrables à l'occasion de la naissance de son enfant. Le salarié a également droit à ce congé en cas d'interruption de la grossesse survenue à compter du début de la vingtième (20^e) semaine précédant la date prévue de l'accouchement. Ce congé peut être discontinu et doit se situer entre le début du processus d'accouchement et le quinzième (15^e) jour suivant le retour de la mère ou de l'enfant à la maison.

Un des cinq (5) jours peut être utilisé pour le baptême ou l'enregistrement.

La salariée, dont la conjointe accouche, a également droit à ce congé si elle est désignée comme étant l'une des mères de l'enfant.

22.21 A À l'occasion de la naissance de son enfant, le salarié a aussi droit à un congé de paternité d'une durée maximale de cinq (5) semaines qui, sous réserve des paragraphes 22.33 et 22.33A, doivent être consécutives. Ce congé doit se terminer au plus tard à la fin de la soixante-dix-huitième (78^e) semaine suivant la semaine de la naissance de l'enfant.

Pour le salarié admissible au Régime québécois d'assurance parentale, ce congé est simultané à la période de versement des prestations de paternité accordées en vertu de la Loi sur l'assurance parentale et doit débuter au plus tard la semaine suivant le début du versement de ces prestations.

La salariée dont la conjointe accouche a également droit à ce congé si elle est désignée comme étant l'une des mères de l'enfant.

22.21 B Pendant le congé de paternité prévu au paragraphe 22.21A, le salarié, qui a complété vingt (20) semaines de service¹, reçoit une indemnité égale à la différence entre son salaire hebdomadaire de base et le montant des prestations qu'il reçoit ou recevrait, s'il en faisait la demande, en vertu du Régime québécois d'assurance parentale ou en vertu du Régime d'assurance-emploi.

Les 2^e, 3^e et 4^e alinéas du paragraphe 22.10 ou les 2^e, 3^e et 4^e sous-alinéas de l'alinéa B du paragraphe 22.11, selon le cas, et le paragraphe 22.10A s'appliquent au présent paragraphe en faisant les adaptations nécessaires.

22.21 C Le salarié non admissible aux prestations de paternité du Régime québécois d'assurance parentale ni aux prestations parentales du Régime d'assurance-emploi reçoit, pendant le congé de paternité prévu au paragraphe 22.21A, une indemnité égale à son salaire hebdomadaire de base, si ce salarié a complété vingt (20) semaines de service.

22.21 D Le paragraphe 22.12 s'applique au salarié qui bénéficie des indemnités prévues aux paragraphes 22.21B ou 22.21C en faisant les adaptations nécessaires.

SECTION V CONGÉ POUR ADOPTION ET CONGÉ EN VUE D'UNE ADOPTION

22.22 La personne salariée a droit à un congé payé d'une durée maximale de cinq (5) jours ouvrables à l'occasion de l'adoption d'un enfant autre que l'enfant de son conjoint. Ce congé peut être discontinu et ne peut être pris après l'expiration des quinze (15) jours qui suivent l'arrivée de l'enfant à la maison ou auprès du parent en vue de son adoption.

Un des cinq (5) jours peut être utilisé pour le baptême ou l'enregistrement.

22.22 A La personne salariée qui adopte un enfant autre que l'enfant de son conjoint a droit à un congé pour adoption d'une durée maximale de cinq (5) semaines qui, sous réserve des paragraphes 22.33 et 22.33A, doivent être consécutives. Ce congé doit se terminer au plus tard à la fin de la soixante-dix-huitième (78^e) semaine suivant la semaine de l'arrivée de l'enfant à la maison.

Pour la personne salariée admissible au Régime québécois d'assurance parentale, ce congé est simultané à la période de versement des prestations d'adoption exclusives accordées en vertu de la Loi

1. La salariée absente ou le salarié absent accumule du service si son absence est autorisée, notamment pour invalidité, et comporte une prestation ou une rémunération.

sur l'assurance parentale et doit débuter au plus tard la semaine suivant le début du versement de ces prestations.

Pour la personne salariée non admissible au Régime québécois d'assurance parentale, le congé doit se situer après l'arrivée de l'enfant à la maison ou auprès du parent en vue de son adoption.

22.22 B Aux fins de l'application des clauses 22.22 et 22.22A, l'arrivée de l'enfant est reconnue si les deux conditions suivantes sont remplies : l'enfant est physiquement arrivé à la maison ou confié au parent et le parent a l'intention de l'adopter. La personne salariée doit fournir à l'employeur une preuve de son intention d'adopter. Cette preuve peut varier en fonction du type d'adoption, selon les exigences requises par le Régime québécois d'assurance parentale ou du Régime d'assurance-emploi.

22.23 Pendant le congé pour adoption prévu au paragraphe 22.22A, la personne salariée qui a complété vingt (20) semaines de service¹, reçoit une indemnité égale à la différence entre son salaire hebdomadaire de base et le montant des prestations qu'elle reçoit, ou recevrait si elle en faisait la demande, en vertu du Régime québécois d'assurance parentale ou du Régime d'assurance-emploi.

Les 2^e, 3^e et 4^e alinéas du paragraphe 22.10 ou les 2^e, 3^e et 4^e sous-alinéas de l'alinéa B du paragraphe 22.11, selon le cas, et le paragraphe 22.10A s'appliquent en faisant les adaptations nécessaires.

22.24 La personne salariée non admissible aux prestations d'adoption du Régime québécois d'assurance parentale ni aux prestations parentales du Régime d'assurance-emploi et qui adopte un enfant autre que l'enfant de sa conjointe ou de son conjoint reçoit, pendant le congé pour adoption prévu au paragraphe 22.22A, une indemnité égale à son salaire hebdomadaire de base si cette personne salariée a complété vingt (20) semaines de service.

22.24 A La personne salariée qui adopte l'enfant de son conjoint, a droit à un congé d'une durée maximale de cinq (5) jours ouvrables dont seuls les deux (2) premiers sont avec maintien du salaire.

Ce congé peut être discontinué et ne peut être pris après l'expiration des quinze (15) jours suivant le dépôt de la demande d'adoption.

22.25 Le paragraphe 22.12 s'applique à la personne salariée bénéficiant de l'indemnité prévue au paragraphe 22.23 ou 22.24 en faisant les adaptations nécessaires.

22.26 La personne salariée bénéficie, en vue de l'adoption d'un enfant, d'un congé sans solde d'une durée maximale de dix (10) semaines à compter de la prise en charge effective de cet enfant sauf s'il s'agit d'un enfant du conjoint.

La personne salariée qui se déplace hors du Québec en vue d'une adoption, sauf s'il s'agit de l'enfant de son conjoint, obtient à cette fin, sur demande écrite adressée à l'employeur, si possible deux (2) semaines à l'avance, un congé sans solde pour le temps nécessaire au déplacement.

Malgré les dispositions des alinéas qui précèdent, le congé sans solde prend fin au plus tard la semaine suivant le début du versement des prestations du Régime québécois d'assurance parentale ou du Régime d'assurance-emploi, moment à compter duquel les dispositions du paragraphe 22.22A s'appliquent.

1. La salariée absente ou le salarié absent accumule du service si son absence est autorisée, notamment pour invalidité, et comporte une prestation ou une rémunération.

Durant le congé sans solde, la personne salariée bénéficie des avantages prévus au paragraphe 22.28.

SECTION VI CONGÉ SANS SOLDE ET CONGÉ PARTIEL SANS SOLDE

22.27 a) La personne salariée a droit à l'un des congés suivants :

- 1) un congé sans solde d'une durée maximale de deux (2) ans qui suit immédiatement le congé de maternité prévu au paragraphe 22.05;
- 2) un congé sans solde d'une durée maximale de deux (2) ans qui suit immédiatement le congé de paternité prévu au paragraphe 22.21A. Toutefois, la durée du congé ne doit pas excéder la 125^e semaine suivant la naissance;
- 3) un congé sans solde d'une durée maximale de deux (2) ans qui suit immédiatement le congé d'adoption prévu au paragraphe 22.22A. Toutefois, la durée du congé ne doit pas excéder la 125^e semaine suivant l'arrivée de l'enfant à la maison.

La personne salariée à temps complet qui ne se prévaut pas de ce congé sans solde a droit à un congé partiel sans solde établi sur une période maximale de deux (2) ans. La durée de ce congé ne peut excéder la 125^e semaine suivant la naissance ou l'arrivée de l'enfant à la maison.

Pendant la durée de ce congé, la personne salariée est autorisée, suite à une demande écrite présentée au moins trente (30) jours à l'avance à son employeur, à se prévaloir une (1) fois d'un des changements suivants :

- i) d'un congé sans solde à un congé partiel sans solde ou l'inverse, selon le cas;
- ii) d'un congé partiel sans solde à un congé partiel sans solde différent.

Malgré ce qui précède, la personne salariée peut modifier une seconde fois son congé sans solde ou partiel sans solde en autant qu'elle l'ait signifiée dans sa première (1^{re}) demande de modification.

La personne salariée à temps partiel a également droit à ce congé partiel sans solde. Toutefois, en cas de désaccord de l'employeur quant au nombre de jours de travail par semaine, la personne salariée à temps partiel doit fournir une prestation de travail équivalant à deux jours et demi (2½).

La personne salariée qui ne se prévaut pas de son congé sans solde ou partiel sans solde peut, pour la portion du congé dont son conjoint ne s'est pas prévalu, bénéficier à son choix d'un congé sans solde ou partiel sans solde en suivant les formalités prévues.

Lorsque le conjoint de la personne salariée n'est pas une personne salariée du secteur public, la personne salariée peut se prévaloir d'un congé prévu ci-dessus au moment qu'elle choisit dans les deux (2) ans qui suivent la naissance ou l'adoption sans toutefois dépasser la date limite fixée à deux (2) ans de la naissance ou de l'adoption.

b) La personne salariée qui ne se prévaut pas du congé prévu à l'alinéa a) peut bénéficier après la naissance ou l'adoption de son enfant, d'un congé sans solde d'au plus soixante-cinq (65) semaines continues qui commence au moment décidé par la personne salariée et se termine au plus tard soixante-dix-huit (78) semaines après la naissance ou, dans

le cas d'une adoption, soixante-dix-huit (78) semaines après que l'enfant lui a été confié.

c) Après entente avec l'employeur, la personne salariée peut, au cours de la deuxième (2^e) année d'un congé sans solde, s'inscrire sur la liste de rappel de son établissement plutôt que de revenir sur son poste. Dans un tel cas, la personne salariée n'est pas soumise aux règles de disponibilité minimale lorsque de telles règles sont prévues dans les dispositions locales. La personne salariée est alors considérée en congé partiel sans solde.

22.28 Au cours du congé sans solde prévu au paragraphe 22.27, la personne salariée accumule son ancienneté, conserve son expérience et continue de participer au régime d'assurance maladie de base qui lui est applicable en versant sa quote-part des primes pour les soixante-cinq (65) premières semaines du congé et la totalité des primes pour les semaines suivantes. De plus, elle peut continuer à participer aux régimes optionnels d'assurances qui lui sont applicables en faisant la demande au début du congé et en versant la totalité des primes.

Au cours du congé partiel sans solde, la personne salariée accumule également son ancienneté et, en fournissant une prestation de travail, se trouve régie par les règles applicables à la personne salariée à temps partiel.

Malgré les alinéas précédents, la personne salariée accumule son expérience, aux fins de la détermination de son salaire, jusqu'à concurrence des soixante-cinq (65) premières semaines d'un congé sans solde ou partiel sans solde.

Pendant la durée d'un des congés prévus au paragraphe 22.27, la personne salariée a le droit de poser sa candidature à un poste affiché et de l'obtenir conformément aux dispositions de la convention collective comme si elle était au travail.

22.29 La personne salariée peut prendre sa période de vacances annuelles reportées immédiatement avant son congé sans solde ou partiel sans solde pourvu qu'il n'y ait pas de discontinuité avec son congé de paternité, son congé de maternité ou son congé pour adoption, selon le cas.

Aux fins du présent paragraphe, les congés fériés ou mobiles accumulés avant le début du congé de maternité, de paternité ou pour adoption sont assimilés aux vacances annuelles reportées.

22.29A À l'expiration de ce congé sans solde ou partiel sans solde, la personne salariée peut reprendre son poste ou, le cas échéant, un poste qu'elle a obtenu à sa demande, conformément aux dispositions de la convention collective. Dans l'éventualité où le poste aurait été aboli, ou en cas de supplantation, la personne salariée a droit aux avantages dont elle aurait bénéficié si elle avait alors été au travail.

De même, au retour du congé sans solde ou partiel sans solde, la personne salariée ne détenant pas de poste, reprend l'assignation qu'elle détenait au moment de son départ si cette assignation se poursuit après la fin de ce congé.

Si l'assignation est terminée, la personne salariée a droit à toute autre assignation selon les dispositions de la convention collective.

22.29 B Sur présentation d'une pièce justificative, un congé sans solde ou un congé partiel sans solde d'une durée maximale d'un (1) an est accordé à la personne salariée dont l'enfant mineur a des problèmes socioaffectifs ou est handicapé ou a une maladie prolongée et dont l'état nécessite la présence de la personne salariée concernée. Les modalités relatives à ces congés sont celles prévues aux paragraphes 22.28, 22.31 et 22.32.

SECTION VII DISPOSITIONS DIVERSES

Les avis et préavis

22.30 Pour les congés de paternité et d'adoption :

- a) Les congés prévus aux paragraphes 22.21 et 22.22 sont précédés, dès que possible, d'un avis par la personne salariée à son employeur;
- b) Les congés visés aux paragraphes 22.21A et 22.22A sont accordés à la suite d'une demande écrite présentée au moins trois (3) semaines à l'avance. Ce délai peut toutefois être moindre si la naissance a lieu avant la date prévue de celle-ci.

La demande doit indiquer la date prévue de l'expiration dudit congé.

La personne salariée doit se présenter au travail à l'expiration de son congé de paternité prévu au paragraphe 22.21A ou de son congé pour adoption prévu au paragraphe 22.22A, à moins que celui-ci ne soit prolongé de la manière prévue par le paragraphe 22.31.

La personne salariée qui ne se conforme pas au sous-alinéa précédent est réputée en congé sans solde pour une période n'excédant pas quatre (4) semaines. Au terme de cette période, la personne salariée qui ne s'est pas présentée au travail est présumée avoir démissionné.

22.31 Le congé sans solde visé au paragraphe 22.27 est accordé à la suite d'une demande écrite présentée au moins trois (3) semaines à l'avance.

Le congé partiel sans solde est accordé à la suite d'une demande écrite présentée au moins trente (30) jours à l'avance.

Dans le cas du congé sans solde ou partiel sans solde, la demande doit préciser la date du retour. La demande doit également préciser l'aménagement du congé, et ce, sur le poste détenu par la personne salariée. En cas de désaccord de l'employeur quant au nombre de jours de congé par semaine, la personne salariée à temps complet a droit à un maximum de deux jours et demi (2½) par semaine ou l'équivalent, et ce, jusqu'à concurrence de deux (2) ans.

En cas de désaccord de l'employeur quant à la répartition de ces jours, celui-ci effectue cette répartition.

La personne salariée et l'employeur peuvent s'entendre en tout temps pour réaménager le congé partiel sans solde.

22.32 La personne salariée à qui l'employeur a fait parvenir quatre (4) semaines à l'avance un avis indiquant la date d'expiration du congé sans solde doit donner un préavis de son retour au moins deux (2) semaines avant l'expiration dudit congé. Si elle ne se présente pas au travail à la date de retour prévue, elle est considérée comme ayant démissionné.

La personne salariée qui veut mettre fin à son congé sans solde avant la date prévue doit donner un préavis écrit de son intention au moins vingt et un (21) jours avant son retour. Dans le cas d'un congé sans solde excédant soixante-cinq (65) semaines, tel préavis est d'au moins trente (30) jours.

La prolongation, la suspension et le fractionnement

22.33 Lorsque son enfant est hospitalisé, la personne salariée peut suspendre son congé de paternité prévu au paragraphe 22.21A ou son congé pour adoption prévu au paragraphe 22.22A, après entente avec son employeur, en retournant au travail pendant la durée de cette hospitalisation.

22.33A Sur demande de la personne salariée, peuvent être fractionnés en semaines le congé de paternité prévu au paragraphe 22.21A, le congé pour adoption prévu au paragraphe 22.22A ou le congé sans solde à temps complet prévu au paragraphe 22.27 avant l'expiration des soixante-cinq (65) premières semaines.

Le congé peut être fractionné si l'enfant de la personne salariée est hospitalisé ou pour une situation visée aux articles 79.1 et 79.8 à 79.12 de la Loi sur les normes du travail.

Le nombre maximal de semaines pendant lesquelles le congé peut être suspendu est équivalent au nombre de semaines que dure l'hospitalisation de l'enfant. Pour les autres possibilités de fractionnement, le nombre maximal de semaines de suspension est celui prévu à la Loi sur les normes du travail pour une telle situation.

Durant une telle suspension, la personne salariée est considérée en congé sans solde et ne reçoit de l'employeur ni indemnité, ni prestation. La personne salariée est visée par le paragraphe 22.28 durant cette période.

À la demande de la personne salariée ou du salarié et si l'employeur y consent, le congé de paternité prévu au paragraphe 22.21A, le congé pour adoption prévu au paragraphe 22.22A ou le congé sans traitement à temps complet prévu au paragraphe 22.27 avant l'expiration des soixante-cinq (65) premières semaines est fractionné en semaines. Les troisième (3^e) et quatrième (4^e) alinéas du présent paragraphe ne s'appliquent pas au présent alinéa.

22.33B Lors de la reprise du congé de paternité ou du congé pour adoption suspendu ou fractionné en vertu des paragraphes 22.33 et 22.33A, l'employeur verse à la personne salariée l'indemnité à laquelle elle aurait eu droit si elle ne s'était pas prévalu d'une telle suspension ou d'un tel fractionnement. L'employeur verse l'indemnité pour le nombre de semaines qui reste à courir en vertu du paragraphe 22.21A ou 22.22A, selon le cas, sous réserve du paragraphe 22.01.

22.33 C La personne salariée qui fait parvenir à son employeur, avant la date d'expiration de son congé de paternité prévu au paragraphe 22.21A ou de son congé pour adoption prévu au paragraphe 22.22A, un avis accompagné d'un certificat médical attestant que l'état de santé de son enfant l'exige, a droit à une prolongation de son congé de paternité ou d'adoption. La durée de cette prolongation est celle indiquée au certificat médical.

Durant cette prolongation, la personne salariée est considérée en congé sans solde et ne reçoit de l'employeur ni indemnité, ni prestation. La personne salariée est visée par le paragraphe 22.28 durant cette période.

22.34 La personne salariée qui prend un congé de paternité ou un congé pour adoption prévu aux paragraphes 22.21, 22.21A, 22.22, 22.22A et 22.24A bénéficie des avantages prévus au paragraphe 22.13, en autant qu'elle y ait normalement droit, et au paragraphe 22.18 de la section II.

22.35 La salariée qui bénéficie d'une prime pour disparités régionales en vertu de la présente convention collective reçoit cette prime durant son congé de maternité prévu à la section II.

De même la personne salariée qui bénéficie d'une prime pour disparités régionales en vertu de la présente convention collective reçoit cette prime durant les semaines où elle reçoit une indemnité, selon le cas, prévue aux paragraphes 22.21A ou 22.22A.

22.35 A Toute indemnité ou prestation visée au présent article dont le paiement a débuté avant une grève continue à être versée pendant cette grève.

22.36 Advenant des modifications au Régime québécois d'assurance parentale, à la Loi sur l'assurance-emploi ou à la Loi sur les normes du travail relatives aux droits parentaux, les parties se rencontreront pour discuter des implications possibles de ces modifications sur le présent régime de droits parentaux.

ARTICLE 23

RÉGIMES D'ASSURANCE VIE, D'ASSURANCE MALADIE, D'ASSURANCE SALAIRE

I- DISPOSITIONS GÉNÉRALES

23.01 Les personnes salariées assujetties à la convention bénéficient en cas de décès, maladie ou accident des régimes décrits ci-après, à compter de la date indiquée et jusqu'à la prise effective de leur retraite ou jusqu'à soixante-cinq (65) ans dans le cas de l'application du paragraphe 23.29 e), et ce, qu'elles aient ou non terminé leur période de probation :

- a) Toute personne salariée engagée à temps complet ou à 70 % ou plus du temps complet dans un emploi permanent : après un (1) mois de service continu.

Toute personne salariée engagée à temps complet ou à 70 % du temps complet ou plus dans un emploi temporaire : après trois (3) mois de service continu.

L'employeur verse la pleine contribution au régime de base d'assurance maladie pour ces personnes salariées.

- b) Les personnes salariées à temps partiel qui travaillent moins de 70 % du temps complet : après trois (3) mois de service continu et l'employeur verse en ce cas la moitié de la contribution payable au régime de base d'assurance maladie pour une personne salariée temps complet, la personne salariée payant le solde de la contribution de l'employeur en plus de sa propre contribution.

Une nouvelle personne salariée à temps partiel est exclue des régimes d'assurance prévus au présent article jusqu'à ce qu'elle ait accompli trois (3) mois de service continu; elle devient alors visée par l'alinéa a) ou b) selon le pourcentage du temps travaillé au cours de ces trois (3) mois jusqu'au 1^{er} janvier qui suit immédiatement.

Au 1^{er} janvier de chaque année, une personne salariée à temps partiel qui a complété trois (3) mois de service continu devient visée par l'alinéa a) ou b) pour les douze (12) mois subséquents selon le pourcentage du temps travaillé au cours de la période du 1^{er} novembre au 31 octobre de l'année précédente.

Cependant, une personne salariée visée par l'alinéa a) ou b) ne peut subir une révision à la baisse si la réduction de son temps de travail, au cours de la période de référence, est due à un congé de maternité.

Nonobstant ce qui précède et sous réserve des stipulations du contrat d'assurance en vigueur :

- Au terme de la période de trois (3) mois de service continu prévu au deuxième (2^e) alinéa du présent paragraphe, la nouvelle personne salariée à temps partiel qui travaille 25 % ou moins du temps complet peut accepter d'être couverte par les régimes d'assurance prévus au présent article. Cette acceptation doit être signifiée, par un avis écrit, dans les dix (10) jours de calendrier de la réception d'un avis écrit de l'employeur indiquant le pourcentage du temps travaillé au cours de la période de trois (3) mois de service continu;

- Au 1^{er} janvier de chaque année, la personne salariée, dont la prestation de travail a diminué à 25 % du temps complet ou moins au cours de la période du 1^{er} novembre au 31 octobre de l'année précédente, peut cesser d'être couverte par les régimes d'assurance prévus au présent article. Cette cessation doit être signifiée, par un avis écrit, dans les dix (10) jours de calendrier de la réception d'un avis écrit de l'employeur indiquant le pourcentage du temps travaillé au cours de la période de référence;
- La personne salariée à temps partiel qui travaille 25 % ou moins du temps complet et qui a décidé en vertu des présentes dispositions d'être couverte, de ne pas être couverte ou de cesser d'être couverte par les régimes d'assurance prévus au présent article peut modifier son choix le 1^{er} janvier de chaque année. La modification doit être signifiée par un avis écrit transmis à l'employeur dans les dix (10) premiers jours de l'année.

Malgré ce qui précède et sous réserve des dispositions du paragraphe 23.26, la participation de la personne salariée au régime de base d'assurance maladie est obligatoire.

23.02 Aux fins du présent article, on entend par personne à charge, la personne conjointe, l'enfant à charge d'une personne salariée ou une personne atteinte d'une déficience fonctionnelle tel que défini ci-après :

- i) personne conjointe : s'entend au sens de l'article 1 de la convention collective.

Cependant, la dissolution ou annulation du mariage ou l'union civile fait perdre ce statut de personne conjointe de même que la séparation de fait depuis plus de trois (3) mois dans le cas d'une union de fait. La personne mariée ou unie civilement qui ne cohabite pas avec sa conjointe ou son conjoint peut désigner à l'assureur cette personne comme personne conjointe. Elle peut aussi désigner une autre personne en lieu et place du conjoint légal si cette personne répond à la définition de personne conjointe prévue à l'article 1;

- ii) enfant à charge : s'entend au sens de l'article 1 de la convention collective;

- iii) personne atteinte d'une déficience fonctionnelle : une personne majeure, sans conjoint, atteinte d'une déficience fonctionnelle définie dans le Règlement sur le régime général d'assurance médicaments (RLRQ, c. A-29.01, r. 4) et survenue avant qu'elle n'ait atteint l'âge de dix-huit (18) ans, qui ne reçoit aucune prestation en vertu d'un programme d'aide de dernier recours prévu à la Loi sur l'aide aux personnes et aux familles (RLRQ, c. A-13.1.1) et domiciliée chez une personne salariée qui exercerait l'autorité parentale si elle était mineure.

23.03 Définition d'invalidité

A) Invalidité de cent quatre (104) semaines et moins

Par invalidité, on entend un état d'incapacité résultant soit d'une maladie y compris un accident ou une complication d'une grossesse, soit d'une ligature tubaire, d'une vasectomie ou de cas similaires reliés à la planification familiale, soit d'un don d'organe ou de moelle osseuse, faisant l'objet d'un suivi médical et qui rend la personne salariée totalement incapable d'accomplir les tâches habituelles de son emploi ou de tout autre emploi analogue et comportant une rémunération similaire qui lui est offert par l'employeur.

B) Invalidité de plus de cent quatre (104) semaines

1. La définition d'invalidité prévue à l'alinéa précédent s'applique pour une période additionnelle de cent quatre (104) semaines suivant la période prévue audit alinéa.
2. Au terme de cette période, l'invalidité se définit comme étant un état qui rend la personne salariée totalement incapable d'exercer toute occupation rémunératrice pour laquelle elle est raisonnablement apte par suite de son éducation, sa formation et son expérience.

23.04 Pendant les trente-six (36) premiers mois, une période d'invalidité est toute période continue d'invalidité ou une suite de périodes successives séparées par une période de travail effectif à temps complet ou de disponibilité pour un travail à temps complet à moins que la personne salariée n'établisse à la satisfaction de l'employeur ou de son représentant qu'une période subséquente est attribuable à une maladie ou un accident complètement étranger à la cause de l'invalidité précédente.

Cette période de travail effectif à temps complet ou de disponibilité pour un travail à temps complet est :

- i) moins de quinze (15) jours si la durée de l'invalidité est inférieure à soixante-dix-huit (78) semaines;
- ii) moins de quarante-cinq (45) jours si la durée de l'invalidité est égale ou supérieure à soixante-dix-huit (78) semaines.

Au-delà du trente-sixième (36^e) mois, une période d'invalidité est toute période continue d'invalidité qui peut être interrompue par moins de six (6) mois de travail effectif à temps complet ou de disponibilité pour un travail à temps complet, s'il s'agit de la même invalidité.

23.05 Une période d'invalidité résultant de maladie ou blessure qui a volontairement été causée par la personne salariée elle-même, d'alcoolisme ou de toxicomanie, de participation active à une émeute, à une insurrection, ou à des actes criminels, ou de service dans les forces armées n'est pas reconnue comme une période d'invalidité aux fins des présentes.

Toutefois, la période d'invalidité résultant d'alcoolisme ou de toxicomanie pendant laquelle la personne salariée reçoit des traitements ou soins médicaux en vue de sa réadaptation est reconnue comme une période d'invalidité.

23.06 En contrepartie de la contribution de l'employeur aux prestations d'assurance prévues ci-après, la totalité du rabais consenti par Emploi et Développement social Canada (EDSC) dans le cas d'un régime enregistré est acquise à l'employeur.

23.07 Les parties conviennent de maintenir le comité paritaire intersectoriel. Ce comité est responsable de l'établissement et de l'application du régime de base d'assurance maladie et des régimes complémentaires prévus aux présentes.

23.08 Le comité est composé :

- d'un maximum de huit (8) représentantes ou représentants des parties patronales répartis comme suit :
 - o trois (3) personnes représentant le secteur de la santé et des services sociaux;
 - o trois (3) personnes représentant le secteur de l'enseignement primaire et secondaire;
 - o deux (2) personnes représentant le secteur de l'enseignement collégial;

- et d'un maximum de huit (8) représentantes ou représentants des syndicats suivants membres de la FTQ : SCFP, SEPB-Québec, SQEES-298 et UES-800.

23.09 Le président du comité est Daniel Gagné. Le mandat du président se termine automatiquement à son décès, lors de sa démission par écrit, ou par révocation demandée par le comité.

23.10 Le comité choisit hors de ses membres une nouvelle présidente ou un nouveau président dans les trente (30) jours suivant la fin du mandat du président. À défaut d'entente, la présidente ou le président est alors nommé par la ou le juge en chef du Tribunal administratif du travail.

La présidente ou le président du comité est de préférence une ou un actuaire membre de l'Institut Canadien des Actuaires, domicilié et résidant au Québec depuis au moins trois (3) ans ou, à défaut, une personne ayant des qualifications équivalentes.

23.11 La partie patronale et la partie syndicale disposent chacune d'un vote. Le président dispose d'un vote qu'il doit exprimer uniquement en cas d'égalité des voix. Sous réserve des autres recours de chacune des parties, celles-ci renoncent expressément à contester toute décision du comité ou de son président selon la procédure d'arbitrage.

23.12 Le comité paritaire prévu au paragraphe 23.07 peut établir jusqu'à trois (3) régimes complémentaires dont le coût est entièrement à la charge des participantes et des participants.

L'employeur participe toutefois à la mise en place et à l'application de ces régimes comme prévu ci-après notamment en effectuant la retenue des cotisations requises. La participation à un régime complémentaire est facultative.

Les régimes complémentaires qui peuvent être institués par le comité paritaire sont des régimes d'assurance vie, d'assurance maladie et d'assurance dentaire.

Un régime complémentaire ne peut comporter de combinaison de prestations d'assurance vie et d'assurance maladie.

Advenant que la partie patronale instaure, en accord avec la partie syndicale, un régime collectif d'assurance qui comporte des prestations similaires à celles déjà contenues dans l'un des régimes en vigueur, le régime complémentaire correspondant est de ce fait aboli et le nombre de régimes permisibles est réduit d'autant.

23.13 Le comité doit déterminer les dispositions du régime d'assurance maladie et des régimes complémentaires et, selon que les circonstances l'exigent ou non, préparer un cahier des charges et obtenir un ou des contrats d'assurance groupe couvrant l'ensemble des personnes participantes aux régimes. À cette fin, le comité peut procéder par appel d'offres ou selon toute autre méthode qu'il détermine; à défaut d'unanimité à cette fin au sein du comité, il y a appel d'offres à toutes les compagnies d'assurance ayant leur siège social au Québec. Le contrat doit comporter une disposition spécifique quant à la réduction de prime qui est effectuée, si les médicaments prescrits par une ou un médecin cessent d'être considérés comme des dépenses admissibles ouvrant droit à un remboursement en vertu du régime de base.

23.14 Le comité doit procéder à une analyse comparative des soumissions reçues, le cas échéant, et après avoir arrêté son choix, transmettre à chacune des parties tant le rapport de l'analyse que l'exposé des motifs qui militent en faveur de son choix. L'assureur choisi peut être un assureur seul, ou groupe d'assureurs agissant comme un assureur seul.

Le cahier des charges doit stipuler que le comité peut obtenir de l'assureur un état détaillé des opérations effectuées en vertu du contrat, diverses compilations statistiques et tous les renseignements nécessaires à la vérification du calcul de la rétention.

Le comité doit aussi pouvoir obtenir de l'assureur, moyennant des frais raisonnables qui s'ajoutent à ceux prévus par la formule de rétention, tout état ou compilation statistique additionnel utile et pertinent que peut lui demander une partie négociante. Le comité fournit à chaque partie négociante une copie des renseignements ainsi obtenus.

23.15 De plus, advenant qu'un assureur choisi par le comité modifie en tout temps les bases de calcul de sa rétention, le comité peut décider de procéder à un nouveau choix; si l'assureur cesse de se conformer au cahier des charges ou encore modifie substantiellement son tarif ou les bases de calcul de sa rétention, le comité est tenu de procéder à un nouveau choix. Une modification est substantielle, si elle modifie la position relative de l'assureur choisi par rapport aux soumissions fournies par les autres assureurs.

23.16 Tout contrat doit être émis conjointement au nom des parties constituant le comité et comporter entre autres les stipulations suivantes :

- a) une garantie que ni les facteurs de la formule de rétention, ni le tarif selon lesquels les primes sont calculées, peuvent être majorés avant le 1^{er} janvier qui suit la fin de la première année complète d'assurance, ni plus fréquemment qu'à tous les douze (12) mois par la suite;
- b) l'excédent des primes sur les indemnités ou remboursement payés aux personnes assurées doit être remboursé annuellement par l'assureur à titre de dividendes ou de ristournes, après déduction des montants convenus suivant la formule de rétention préétablie pour contingence, administration, réserves, taxes et profit;
- c) la prime pour une période est établie selon le tarif qui est applicable à la personne participante au premier (1^{er}) jour de la période;
- d) aucune prime n'est payable pour une période au premier (1^{er}) jour de laquelle la personne salariée n'est pas une personne participante; de même, la pleine prime est payable pour une période au cours de laquelle la personne salariée cesse d'être une personne participante.

23.17 Le comité paritaire confie à la partie patronale l'exécution des travaux requis pour la mise en marche et l'application des régimes d'assurance maladie et des régimes complémentaires; ces travaux sont effectués selon les directives du comité. La partie patronale a droit au remboursement des coûts encourus comme prévu ci-après.

23.18 Les dividendes ou ristournes résultant de l'expérience favorable des régimes constituent des fonds confiés à la gestion du comité. Les honoraires de la présidente ou du président du comité constituent une charge sur ces fonds alors que les honoraires, frais ou déboursés encourus pour la mise en marche et l'application des régimes constituent spécifiquement une charge sur les fonds résultant du régime de base d'assurance maladie, étant précisé que les frais remboursables ne comprennent pas les frais normaux d'opération de l'employeur. Dès que le solde des fonds du régime de base d'assurance maladie atteint ou dépasse une période de cotisation au régime de base d'assurance maladie, les personnes participantes à ce régime se voient accorder un congé de prime pour une période. Le solde des fonds résultant d'un régime complémentaire est utilisé, dans les meilleurs délais, pour le bénéfice des personnes participantes à ce régime, soit pour accorder un congé de primes, soit pour faire face à des augmentations des taux de primes, soit pour améliorer la couverture du régime.

23.19 Les membres du comité paritaire n'ont droit à aucun remboursement de dépenses ni à aucune rémunération pour leurs services à ce titre, mais leur employeur leur verse leur salaire régulier.

II- RÉGIME DE BASE D'ASSURANCE VIE

23.20 La personne salariée visée à l'alinéa a) du paragraphe 23.01 bénéficie d'un montant d'assurance vie de six mille quatre cents dollars (6 400,00 \$).

La personne salariée visée à l'alinéa b) du paragraphe 23.01 bénéficie d'un montant d'assurance vie de trois mille deux cents dollars (3 200,00 \$).

L'employeur défraie à cent pour cent (100 %) le coût des montants d'assurance vie précités.

23.21 Les personnes salariées qui, à la date de la signature de la dernière convention collective bénéficiaient, dans le cadre d'un régime collectif auquel l'employeur contribuait, d'une assurance vie d'un montant plus élevé que celui prévu aux présentes et qui sont demeurées assurées au cours de cette dernière convention collective pour l'excédent de ce montant sur celui prévu par le régime alors en vigueur de même que les personnes retraitées qui, à cette date, bénéficiaient d'une telle assurance, et qui ont continué d'en bénéficier au cours de cette même période, peuvent le demeurer pourvu que :

- a) elles en aient fait la demande à leur employeur sur la formule prescrite à cette fin, au plus tard le 1^{er} décembre 1976;
- b) elles défraient, sur base mensuelle, les premiers quarante cents (0,40 \$) par mille dollars (1 000,00 \$) d'assurance du coût de cette assurance, l'employeur assumant le solde du coût.

III- RÉGIME DE BASE D'ASSURANCE MALADIE

23.22 Le régime de base couvre, suivant les modalités arrêtées par le comité paritaire, les médicaments vendus par une pharmacienne ou un pharmacien licencié ou une ou un médecin dûment autorisé, sur ordonnance d'une ou d'un médecin ou d'une ou d'un dentiste, de même qu'à l'option du comité paritaire, le transport en ambulance, les frais hospitaliers et médicaux non autrement remboursables alors que la personne salariée assurée est temporairement à l'extérieur du Canada et que sa condition nécessite son hospitalisation en dehors du Canada, les frais d'achat d'un membre artificiel pour une perte survenue en cours d'assurance, ou autres fournitures et services prescrits par la ou le médecin traitant et nécessaires au traitement de la maladie et les frais d'hospitalisation jusqu'à concurrence du coût d'une chambre semi-privée.

23.23 La contribution de l'employeur au régime de base d'assurance maladie, à chaque période de paie, ne peut excéder le moindre des montants suivants :

- a) dans le cas d'une personne salariée participante assurée pour elle-même et ses personnes à charge :
 - i) Titre d'emploi dont le maximum de l'échelle de salaire le 13 mars 2011 est égal ou supérieur à 40 000 \$ par année :
 - Paie aux quatorze (14) jours : 23,46 \$;
 - Paie aux sept (7) jours : 11,73 \$;
 - ii) Titre d'emploi dont le maximum de l'échelle de salaire le 13 mars 2011 est inférieur à 40 000 \$ par année :

- Paie aux quatorze (14) jours : 37,98 \$;
 - Paie aux sept (7) jours : 18,99 \$.
- b) dans le cas d'une personne salariée participante assurée seule :
- i) Titre d'emploi dont le maximum de l'échelle de salaire le 13 mars 2011 est égal ou supérieur à 40 000 \$ par année :
 - Paie aux quatorze (14) jours : 10,53 \$;
 - Paie aux sept (7) jours : 5,26 \$;
 - ii) Titre d'emploi dont le maximum de l'échelle de salaire le 13 mars 2011 est inférieur à 40 000 \$ par année :
 - Paie aux quatorze (14) jours : 16,31 \$;
 - Paie aux sept (7) jours : 8,15 \$.
- c) le montant maximal de la couverture au régime de base d'assurance maladie de la personne participante assurée.

La contribution de l'employeur varie, le cas échéant, si la personne salariée change de titre d'emploi.

23.24 Advenant l'extension aux médicaments de la couverture du Régime d'assurance maladie du Québec, les montants prévus aux alinéas a) et b) du paragraphe 23.23 sont diminués des 2/3 du coût mensuel des prestations d'assurance médicaments incluses dans le régime de base. Le solde non requis pour le maintien des autres prestations du régime de base peut être utilisé, jusqu'à l'expiration de la présente convention, à titre de contribution patronale aux régimes complémentaires prévus ci-dessus, sous réserve que l'employeur ne peut être appelé à verser un montant supérieur à celui versé par la personne participante elle-même. Les régimes complémentaires existant à la date de l'extension peuvent être modifiés en conséquence, et au besoin, de nouveaux régimes complémentaires peuvent être mis en vigueur, subordonnement au maximum prévu au paragraphe 23.12, comprenant ou non le solde des prestations du régime de base.

23.25 Les prestations d'assurance maladie sont réductibles des prestations payables en vertu de tout autre régime public ou privé, individuel ou collectif.

23.26 La participation au régime de base d'assurance maladie est obligatoire.

Cependant, une personne salariée peut, moyennant un préavis écrit à son employeur, refuser ou cesser de participer au régime de base d'assurance maladie, à la condition qu'elle établisse qu'elle est assurée en vertu d'un autre régime collectif d'assurance ou, si le contrat le permet, au régime général d'assurance médicaments assumé par la Régie de l'assurance maladie du Québec (RAMQ).

La personne salariée bénéficiant d'une absence sans solde excédant trente (30) jours peut cesser de participer au régime de base d'assurance maladie aux mêmes conditions. À défaut de remplir lesdites conditions, elle assume seule ses cotisations et les contributions de l'employeur.

23.27 Une personne salariée qui a refusé ou cessé de participer au régime d'assurance maladie peut y devenir admissible selon les conditions prévues au contrat.

23.28 Il est loisible au comité de convenir du maintien, d'année en année, avec les modifications appropriées, de la couverture du régime de base sur la tête des personnes retraitées, sans contribution de l'employeur, pourvu que :

- l'employeur ne soit pas tenu d'intervenir dans la perception des cotisations;
- la cotisation des personnes salariées pour le régime de base et la cotisation correspondante de l'employeur soient établies en excluant tout coût résultant de l'extension aux personnes retraitées;
- les déboursés, cotisations et ristournes pour les personnes retraitées soient comptabilisés séparément et que toute cotisation additionnelle payable par les personnes salariées, eu égard à l'extension du régime aux personnes retraitées, soit clairement identifiée comme telle;
- toute modification aux tarifs de prime applicable aux personnes salariées ne puisse prendre effet au cours de la période de garantie des tarifs autrement consentie par l'assureur.

IV- ASSURANCE SALAIRE

23.29 Subordonnément aux dispositions des présentes, une personne salariée a droit, pour toute période d'invalidité durant laquelle elle est absente du travail :

- a) Jusqu'à concurrence du moindre du nombre de jours de congé de maladie accumulés à son crédit ou de sept (7) jours ouvrables, au paiement d'une prestation équivalant au salaire qu'elle recevrait si elle était au travail.

Cependant, si une personne salariée doit s'absenter de son travail pour une cause d'invalidité, sans avoir à son crédit un nombre de jours suffisant pour couvrir les sept (7) premiers jours ouvrables d'absence, elle peut utiliser par anticipation les jours qu'elle accumulera jusqu'au trente (30) novembre de l'année en cours. Toutefois, en cas de départ, avant la fin de l'année, elle doit rembourser l'employeur au taux courant lors de son départ, à même sa dernière paie, les jours de congé de maladie pris par anticipation et non encore acquis.

La personne salariée peut monnayer certains congés, tel que prévu au paragraphe 7.14, pour couvrir en tout ou en partie ce délai de carence.

- b) À compter de la huitième (8^e) journée ouvrable et pour une période de trois (3) mois, au paiement d'une prestation d'un montant égal à quatre-vingts pour cent (80 %) de son salaire qu'elle recevrait si elle était au travail.
- c) À compter de la fin de la période prévue à l'alinéa b) et jusqu'à concurrence de cent quatre (104) semaines du début de l'invalidité, sans dépasser la date à laquelle elle prend effectivement sa retraite, au paiement d'une prestation d'un montant égal à soixante-dix pour cent (70 %) de son salaire qu'elle recevrait si elle était au travail.
- d) Pour toute période d'invalidité prévue aux alinéas b) et c), la personne salariée accumule son expérience aux fins d'avancement dans l'échelle de salaire.
- e) À compter de la fin de la période de cent quatre (104) semaines prévue à l'alinéa précédent, dans le cadre du régime d'assurance salaire de longue durée, au versement d'une prestation d'un montant égal à soixante-dix pour cent (70 %) de son salaire, et ce, sans dépasser la date où elle atteint l'âge de soixante-cinq (65) ans.

Le paiement des prestations prévues ci-haut est effectué par un assureur ou un organisme gouvernemental. Les primes exigibles en vertu du régime d'assurance salaire de longue durée ne sont pas à la charge de la personne salariée, et ce, malgré toutes dispositions contraires prévues à la convention collective pour la personne salariée admissible à ce régime d'assurance.

- f) À compter de la quatrième (4^e) semaine d'invalidité au sens du paragraphe 23.03 A) et jusqu'à la cent quatrième (104^e) semaine d'une même invalidité, la personne salariée qui reçoit des prestations d'assurance salaire peut, sur recommandation du médecin désigné par l'employeur ou sur recommandation de son médecin traitant, bénéficier d'une ou plusieurs périodes de réadaptation aux fonctions reliées à son poste, à son assignation ou si celle-ci est terminée dans une autre assignation, tout en continuant d'être assujettie au régime d'assurance salaire. Cette réadaptation est possible avec l'accord de l'employeur lequel ne peut refuser sans motif valable, pourvu qu'elle puisse permettre à la personne salariée d'accomplir toutes ses tâches habituelles. Les prestations d'assurance salaire sont alors réduites de 80 % ou de 70 %, selon le cas, du salaire brut provenant du travail effectué au cours de cette période de réadaptation. Le paiement de cette prestation est effectué à la condition que ce travail demeure en fonction de la réadaptation de la personne salariée et que son invalidité persiste.

La décision de l'employeur d'initier une période de réadaptation s'applique dix (10) jours après que le médecin traitant ait été avisé de la recommandation du médecin désigné de l'employeur.

Lorsqu'elle est en réadaptation, la personne salariée a droit d'une part, à son salaire pour la proportion du temps travaillé et d'autre part, à la prestation qui lui est applicable pour la proportion du temps non travaillé. Le temps non travaillé pour une personne salariée à temps partiel équivaut à la différence entre le nombre d'heures équivalant à la moyenne établie aux fins du calcul de sa prestation et le nombre d'heures travaillées.

Dans le cas où la convention collective prévoit que des bénéfices ou des avantages sont interrompus durant une période d'invalidité, ces bénéfices ou avantages sont cependant maintenus pour le temps travaillé et calculés selon les règles applicables à la personne salariée à temps partiel.

La période ou les périodes de réadaptation, selon le cas, se prennent à l'intérieur d'un délai d'une durée maximale de trois (3) mois consécutifs. Au terme du délai de trois (3) mois, l'employeur et la personne salariée peuvent convenir, sur recommandation du médecin traitant, de prolonger ce délai pour une durée maximale de trois (3) mois consécutifs.

L'employeur peut, sur recommandation de son médecin désigné, prolonger une période de réadaptation ou y mettre fin.

La personne salariée peut également mettre fin à sa période de réadaptation avant la fin de la période convenue sur présentation d'un certificat médical de son médecin traitant.

Toute période de réadaptation n'a pas pour effet de prolonger la période de paiement des prestations prévues à l'alinéa c), complètes ou réduites, au-delà de cent quatre (104) semaines.

Les dispositions du présent alinéa s'appliquent également à la personne salariée en période d'invalidité indemnisée en vertu de la Loi sur l'assurance automobile (RLRQ, c. A-25), la Loi sur les accidents du travail et sur les maladies professionnelles (RLRQ, c. A-3.001) ou la Loi sur l'indemnisation des victimes d'actes criminels (RLRQ, c. I-6) en y faisant les adaptations nécessaires quant au pourcentage de réduction de sa prestation d'assurance salaire.

Pour la personne salariée à temps partiel, le montant des prestations est établi au prorata sur la base du temps travaillé au cours des cinquante-deux (52) semaines de calendrier précédant son invalidité par rapport au montant de la prestation payable sur la base du temps complet. Les semaines pendant lesquelles une période d'absence maladie, de vacances, de congé sans solde, de congé de maternité, de paternité ou d'adoption a été autorisée sont exclues du calcul.

Ce calcul doit comprendre un minimum de douze (12) semaines de calendrier. À défaut, l'employeur considère les semaines antérieures à la période de cinquante-deux (52) semaines jusqu'à ce que le calcul puisse s'effectuer sur douze (12) semaines. Dans le cas où le calcul ne peut comprendre un minimum de douze (12) semaines parce que la période entre la dernière date d'embauche de la personne salariée et la date d'invalidité ne le permet pas, ce calcul s'effectue sur la base de cette dernière période.

Aux fins de calcul de la prestation versée à la suite des cent quatre (104) premières semaines d'une invalidité, le salaire utilisé est le taux de salaire de l'échelle applicable que la personne salariée aurait reçu si elle avait été au travail à la date où débute le paiement de la prestation prévue à l'alinéa e) du présent paragraphe. Cette prestation est indexée par la suite le 1^{er} janvier de chaque année, selon le taux d'indexation déterminé en vertu de la Loi sur le régime de rentes du Québec (RLRQ, c. R-9), et ce, jusqu'à un maximum de cinq pour cent (5 %).

23.30 La personne salariée invalide continue de participer au régime de retraite des employés du gouvernement et des organismes publics (RREGOP) pour les vingt-quatre (24) premiers mois d'une invalidité et pour une année additionnelle si elle est invalide à la fin du vingt-quatrième (24^e) mois à moins d'un retour au travail, du décès ou de la prise de sa retraite avant l'expiration de cette période. La personne salariée continue de bénéficier des régimes d'assurance pendant les vingt-quatre (24) premiers mois d'une invalidité.

Toutefois, elle doit verser les cotisations requises, sauf qu'à compter de l'arrêt du paiement de la prestation prévue à l'alinéa a) du paragraphe 23.29, elle bénéficie de l'exonération de ses cotisations au RREGOP sans perdre de droits. Les dispositions relatives à l'exonération de ces cotisations font partie intégrante des dispositions du RREGOP et le coût en résultant est partagé comme celui de toute autre prestation. Sous réserve des dispositions de la convention collective, le paiement des prestations ne doit pas être interprété comme conférant à la ou au prestataire le statut de personne salariée, ni comme ajoutant à ses droits en tant que tel, en ce qui a trait notamment à l'accumulation des jours de maladie.

23.31 Les prestations d'assurance salaire sont réduites du montant initial, sans égard aux augmentations ultérieures résultant de clauses d'indexation, de toutes les indemnités d'invalidité payables en vertu de toute Loi, notamment de la Loi sur l'assurance automobile, la Loi sur le régime de rentes du Québec, la Loi sur les accidents du travail et les maladies professionnelles et les différentes lois sur les régimes de retraite.

De plus, les prestations d'assurance salaire payables en vertu du paragraphe 23.29 e) sont réduites du montant initial, sans égard aux augmentations ultérieures résultant de clauses d'indexation, de toutes les rentes de retraite payables sans réduction actuarielle en vertu du régime de retraite de la personne salariée. Les dispositions suivantes s'appliquent plus spécifiquement :

- a) Dans le cas où l'invalidité donne droit aux indemnités payables en vertu de la Loi sur le régime de rentes du Québec ou des différentes lois sur les régimes de retraite, les prestations d'assurance salaire sont réduites de ces prestations d'invalidité.
- b) Dans le cas où l'invalidité donne droit aux indemnités d'invalidité payables en vertu de la Loi sur l'assurance automobile, les dispositions suivantes s'appliquent :
 - i) pour la période visée par l'alinéa a) du paragraphe 23.29, si la personne salariée a des congés de maladie en réserve, l'employeur verse, s'il y a lieu, à la personne salariée la

différence entre son salaire net¹ et la prestation payable par la Société de l'assurance automobile du Québec (SAAQ). La banque de congés de maladie accumulés est réduite proportionnellement au montant ainsi payé;

- ii) pour la période visée par l'alinéa b) du paragraphe 23.29, la personne salariée reçoit, s'il y a lieu, la différence entre quatre-vingt-cinq pour cent (85 %) de son salaire net¹ et les prestations payables par la SAAQ;
 - iii) pour la période visée par l'alinéa c) du paragraphe 23.29, la personne salariée reçoit, s'il y a lieu, la différence entre soixante-quinze pour cent (75 %) de son salaire net¹ et les prestations payables par la SAAQ.
- c) Dans le cas d'une lésion professionnelle donnant droit à l'indemnité de remplacement du revenu versée en vertu de la Loi sur les accidents du travail et les maladies professionnelles, les dispositions suivantes s'appliquent :
- i) la personne salariée reçoit de son employeur 90 % de son salaire net¹ jusqu'à la date de la consolidation de sa lésion, sans excéder toutefois, cent quatre (104) semaines du début de sa période d'invalidité;
 - ii) suite à la consolidation de sa lésion, le régime d'assurance salaire prévu au paragraphe 23.29 s'applique si la personne salariée est, suite à la même lésion, toujours invalide au sens du paragraphe 23.03 et, dans un tel cas, la date du début de telle absence est considérée comme la date du début de l'invalidité aux fins de l'application du régime d'assurance salaire;
 - iii) les prestations versées par la Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST), pour la même période, sont acquises à l'employeur, jusqu'à concurrence des montants prévus en i) et ii).

La personne salariée doit signer les formules requises pour permettre un tel remboursement à l'employeur.

La banque de congés de maladie de la personne salariée n'est pas affectée par une telle absence et la personne salariée est considérée comme recevant des prestations d'assurance salaire.

Aucune prestation d'assurance salaire ne peut être versée pour une invalidité indemnisée en vertu de la Loi sur les accidents du travail et les maladies professionnelles lorsque la lésion professionnelle y donnant droit s'est produite chez un autre employeur. Dans ce cas, la personne salariée est tenue d'informer son employeur d'un tel événement et du fait qu'elle reçoit une indemnité de remplacement du revenu. Toutefois, dans le cas où la CNESST cesse de verser des indemnités en vertu de la Loi sur les accidents du travail et les maladies professionnelles suite à la lésion professionnelle survenue chez un autre employeur, le régime d'assurance salaire prévu au paragraphe 23.29 s'applique si la personne salariée est toujours invalide au sens du paragraphe 23.03 et, dans un tel cas, la date du début de telle absence est considérée comme la date du début de l'invalidité aux fins de l'application du régime d'assurance salaire.

1. Salaire net : Le salaire net s'entend du salaire brut réduit des impôts fédéral et provincial et des cotisations au Régime de rentes du Québec et au Régime d'assurance-emploi.

Pour recevoir les prestations prévues aux paragraphes 23.29 et 23.31, une personne salariée doit informer l'employeur du montant de la prestation hebdomadaire payable en vertu de toute loi.

23.31 A Si une réclamation auprès de la CNESST, incluant l'Indemnisation des victimes d'actes criminels (IVAC), ou de la SAAQ est contestée ou si le versement d'une prestation est retardé, la personne salariée invalide au sens du paragraphe 23.03 peut, après demande, recevoir à titre d'avance la prestation d'assurance salaire selon les dispositions prévues aux alinéas a), b) et c) du paragraphe 23.29.

Pendant que la personne salariée reçoit une telle avance, elle demeure assujettie à l'ensemble des dispositions contenues au régime d'assurance salaire.

Dès réception des prestations versées par la CNESST, incluant l'IVAC, ou la SAAQ, la personne salariée rembourse en un seul versement les sommes ainsi reçues.

23.32 Le paiement de la prestation prévue au paragraphe 23.29 c) cesse avec celui prévu pour la dernière semaine du mois au cours duquel la personne salariée prend effectivement sa retraite.

Le paiement des prestations prévues au paragraphe 23.29 e) cesse à la date où la personne salariée atteint l'âge de soixante-cinq (65) ans.

Le montant de la prestation se fractionne, le cas échéant, à raison de 1/5 du montant prévu pour une semaine complète par jour ouvrable d'invalidité au cours de la semaine normale de travail.

23.33 Aucune prestation n'est payable durant une grève, sauf pour une invalidité ayant commencé antérieurement.

23.34 Le versement des prestations payables en vertu des alinéas a), b) et c) du paragraphe 23.29 est effectué directement par l'employeur, mais subordonné à la présentation par la personne salariée des pièces justificatives raisonnablement exigibles.

La personne salariée a droit au remboursement du coût exigé par le médecin pour toute demande de renseignements médicaux supplémentaires exigée par l'employeur.

La personne salariée a la responsabilité de s'assurer que toute pièce justificative est dûment complétée.

23.35 Quelle que soit la durée de l'absence, qu'elle soit indemnisée ou non et qu'un contrat d'assurance soit souscrit ou non aux fins de garantir le risque, l'employeur, ou bien l'assureur ou l'organisme gouvernemental choisi par la partie patronale comme représentant de l'employeur à cette fin, peut vérifier le motif de l'absence et contrôler tant la nature que la durée de l'invalidité.

23.36 De façon à permettre cette vérification, la personne salariée doit aviser son employeur sans délai lorsqu'elle ne peut se présenter au travail en raison de maladie et soumettre promptement les pièces justificatives requises visées au paragraphe 23.34.

L'employeur ou sa représentante ou son représentant peut exiger une déclaration de la personne salariée ou de sa ou son médecin traitant sauf dans le cas où, en raison des circonstances, aucune ou aucun médecin n'a été consulté; il peut également faire examiner la personne salariée relativement à toute absence, le coût de l'examen n'étant pas à la charge de la personne salariée et les frais de déplacement raisonnablement encourus sont remboursés selon les dispositions de la convention collective.

23.37 La vérification peut être faite sur base d'échantillonnage, de même qu'au besoin lorsque, compte tenu de l'accumulation des absences, l'employeur le juge à propos. Advenant que la personne salariée ait fait une fausse déclaration ou que le motif de l'absence soit autre que la maladie de la personne salariée, l'employeur peut prendre les mesures disciplinaires appropriées.

23.38 Si, en raison de la nature de sa maladie ou de ses blessures, la personne salariée n'a pu aviser l'employeur sans délai ou soumettre promptement les preuves requises, elle doit le faire dès que possible.

23.39 Procédure de règlement d'un litige relatif à une invalidité

La personne salariée peut contester tout litige relatif à l'inexistence ou à la cessation présumée d'une invalidité ou à la décision de l'employeur d'exiger qu'elle effectue une période de réadaptation, la prolonge ou y mette fin, selon la procédure suivante :

- 1- L'employeur doit donner un avis écrit à la personne salariée et au syndicat de sa décision de ne pas ou de ne plus reconnaître l'invalidité, de ne pas reconnaître la cessation de l'invalidité ou d'exiger qu'elle effectue ou prolonge une période de réadaptation. L'avis transmis à la personne salariée est accompagné du ou des rapports et expertises directement reliés à l'invalidité que l'employeur fera parvenir au médecin arbitre et qui sera ou seront utilisés à la procédure d'arbitrage prévue aux sous-alinéas 3 à 10.
- 2- La personne salariée qui ne se présente pas au travail le jour indiqué dans l'avis prévu au sous-alinéa 1 est réputée avoir contesté la décision de l'employeur par grief à cette date. Dans le cas de la personne salariée à temps partiel de la liste de rappel non assignée, le grief est réputé déposé le jour où le syndicat reçoit un avis de l'employeur lui indiquant que la personne salariée ne s'est pas présentée au travail sur une assignation qui lui a été offerte ou au plus tard sept (7) jours après la réception de l'avis prévu au sous-alinéa 1.

Dans le cas où l'employeur ne reconnaît pas la cessation de l'invalidité, la personne salariée doit contester la décision de l'employeur par grief dans les trente (30) jours de la réception de l'avis prévu au sous-alinéa 1.

- 3- Dans le cas où l'invalidité relève du champ de pratique d'un physiatre, d'un psychiatre ou d'un orthopédiste, les parties locales ont un délai de dix (10) jours de la date du dépôt du grief pour s'entendre sur la désignation du médecin arbitre. S'il n'y a pas d'entente sur la spécialité pertinente dans les cinq (5) premiers jours, celle-ci est déterminée dans les deux (2) jours qui suivent par le médecin omnipraticien ou son substitut¹ à partir des rapports et expertises fournis par le médecin traitant et le premier (1^{er}) médecin désigné par l'employeur. Dans ce cas, les parties locales disposent du nombre de jours à courir pour respecter le délai de dix (10) jours afin de s'entendre sur la désignation du médecin arbitre. À défaut d'entente sur le choix du médecin arbitre, le greffier en désigne un à même la liste prévue au présent sous-alinéa, à tour de rôle, en fonction de la spécialité pertinente déterminée et des deux (2) secteurs géographiques suivants :

1. Pour la durée de la présente convention collective, le médecin omnipraticien est Daniel Choinière et son substitut est Pascal Rochette.

PHYSIATRIE

Secteur Est²

Lavoie, Suzanne, Québec
Morand, Claudine, Québec

Secteur Ouest³

Bouthillier, Claude, Montréal
Lambert, Richard, Montréal
Lavoie, Suzanne, Montréal
Tinawi, Simon, Montréal

ORTHOPÉDIE

Secteur Est²

Beaumont, Pierre, Rivière-du-Loup
Bélanger, Louis-René, Saguenay
Blanchet, Michel, Québec
Garneau, Daniel, Québec
Lacasse, Bernard, Québec
Latour, Marc-André, Québec
Lefebvre, François, Saguenay
Lemieux, Rémy, Saguenay
Lépine, Jean-Marc, Québec
Morin, François, Québec

Secteur Ouest³

Beaumont-Courteau, Maxime, Laval
Blanchette, David, Montréal
Desnoyers, Jacques, Longueuil
Dionne, Julien, Saint-Hyacinthe
Gagnon, Sylvain, Montréal
Godin, Claude, Montréal
Héron, Timothy A., Montréal
Jodoin, Alain, Montréal
Kounkar, Nathalie, Laval
Major, Pierre, Montréal
Masri, Khalil, Laval
Murray, Jacques, Sorel-Tracy
Ranger, Pierre, Laval
Renaud, Éric, Laval
Toueg, Jacques, Laval

² Le secteur Est comprend les régions suivantes : Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord, Gaspésie-Îles-de-la-Madeleine.

³ Le secteur Ouest comprend les régions suivantes : Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik et Terres-Cries-de-la-Baie-James.

PSYCHIATRIE

Secteur Est¹

Brochu, Michel, Québec
Gauthier, Yvan, Québec
Girard, Claude, Québec
Jobidon, Denis, Québec
Leblanc, Gérard, Québec
Proteau, Guylaine, Québec

Secteur Ouest²

Côté, Louis, Montréal
Fortin, Hélène, Montréal
Gauthier, Serge, Laval
Guérin, Marc, Montréal
Hébert, Jean, Laval
Legault, Louis, Montréal
Margoiese, Howard Charles, Montréal
Morin, Luc, Sherbrooke
Pineault, Jacynthe, Saint-Hyacinthe
Poirier, Roger-Michel, Montréal
Turcotte, Jean-Robert, Montréal

Dans le cas où l'invalidité relève d'un champ de pratique autre que la physiothérapie, l'orthopédie ou la psychiatrie, les parties locales ont un délai de dix (10) jours de la date du dépôt du grief pour s'entendre sur la désignation du médecin arbitre conformément à la recommandation commune du médecin désigné et du médecin traitant. S'il n'y a pas d'entente sur la spécialité pertinente dans les cinq (5) premiers jours, celle-ci est déterminée dans les deux (2) jours qui suivent par le médecin omnipraticien ou son substitut³ à partir des rapports et expertises fournis par le médecin traitant et le premier (1^{er}) médecin désigné par l'employeur. Dans ce cas, les parties locales disposent du nombre de jours à courir pour respecter le délai de dix (10) jours afin de s'entendre sur la désignation du médecin-arbitre. À défaut d'entente sur le choix du médecin-arbitre, l'employeur avise le médecin omnipraticien ou son substitut afin que ce dernier nomme, dans un délai de cinq (5) jours, un médecin dans le champ de pratique identifié.

- 4- Pour être désigné, le médecin arbitre doit pouvoir rendre une décision dans les délais prescrits.
- 5- Dans les quinze (15) jours de la détermination de la spécialité pertinente, la personne salariée ou la représentante ou représentant syndical et l'employeur transmettent au médecin arbitre les dossiers et expertises directement reliés à l'invalidité produits par leurs médecins respectifs.
- 6- Le médecin arbitre rencontre la personne salariée et l'examine, s'il le juge nécessaire. Cette rencontre doit se tenir dans les trente (30) jours de la détermination de la spécialité pertinente.

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1. Le secteur Est comprend les régions suivantes : Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord, Gaspésie-Îles-de-la-Madeleine.
 2. Le secteur Ouest comprend les régions suivantes : Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik et Terres-Cries-de-la-Baie-James.
 3. Pour la durée de la présente convention collective, le médecin omnipraticien est Daniel Choinière et son substitut est Pascal Rochette.

- 7- Les frais de déplacement raisonnablement encourus par la personne salariée sont remboursés par l'employeur selon les dispositions de la convention collective. Si son état de santé ne lui permet pas de se déplacer, elle n'est pas tenue de le faire.
- 8- Le mandat du médecin-arbitre porte exclusivement sur les sujets suivants :
 - l'inexistence de l'invalidité;
 - la date de cessation de l'invalidité;
 - la capacité de la personne salariée à effectuer une période de réadaptation, sa prolongation ou pour y mettre fin.
- 9- Dans le cas où le médecin arbitre arrive à la conclusion que la personne salariée est ou demeure invalide, il peut également décider de la capacité de la personne salariée d'effectuer une période de réadaptation.
- 10- Le médecin arbitre rend une décision à partir des documents fournis conformément aux dispositions du sous-alinéa 5 et de la rencontre prévue au sous-alinéa 6. Le médecin-arbitre doit trancher, sous réserve du respect des règles de déontologie, entre l'opinion du médecin traitant ou celle du médecin désigné par l'employeur. Il doit rendre sa décision au plus tard dans les quarante-cinq (45) jours de la date du dépôt du grief. Sa décision est finale et exécutoire.

Jusqu'à la date de son retour au travail ou jusqu'à la décision du médecin arbitre, la personne salariée bénéficie des prestations d'assurance salaire prévues au présent article.

L'employeur ne peut exiger le retour au travail de la personne salariée avant la date prévue au certificat médical ou tant que le médecin arbitre n'en aura pas décidé autrement.

Si la décision conclut à l'inexistence ou à la cessation de l'invalidité, la personne salariée rembourse l'employeur à raison de dix pour cent (10 %) du montant versé par période de paie, jusqu'à extinction de la dette.

La personne salariée ne peut contester, en vertu des dispositions de la convention collective, sa capacité de retour au travail dans les cas où une instance ou un tribunal compétent constitué en vertu de toute loi, notamment la Loi sur l'assurance automobile, la Loi sur les accidents du travail et les maladies professionnelles ou la Loi sur l'indemnisation des victimes d'actes criminels, a déjà rendu une décision sur sa capacité de retour au travail en relation avec la même invalidité et le même diagnostic.

23.39 A Dans le cas des prestations prévues à l'alinéa e) du paragraphe 23.29, l'employeur prévoit, par le biais du cahier des charges ou autrement, que le contrat d'assurance comprend la clause compromissoire suivante :

« Advenant le refus du paiement de la prestation par l'assureur, il y a rencontre entre le médecin de l'assureur et celui de la personne salariée afin de s'entendre. S'il n'y a pas d'entente, une ou un arbitre-médecin est choisi d'un commun accord entre les deux (2) médecins. En cas de désaccord sur le choix de l'arbitre-médecin, il est choisi par les représentantes ou représentants du gouvernement et du syndicat FTQ concerné. La décision de l'arbitre-médecin est finale, sans appel et lie la personne assurée et l'assureur ».

23.40 Les jours de maladie au crédit d'une personne salariée au 1^{er} mai 1980 et non utilisés en vertu des dispositions de la convention collective précédente demeurent à son crédit et peuvent être utilisés, au taux de salaire régulier au moment de l'utilisation, de la façon prévue ci-après :

- a) combler le délai de carence de sept (7) jours ouvrables lorsque la personne salariée a épuisé, au cours d'une année, ses 9,6 jours de congé de maladie prévus au paragraphe 23.41;
- b) aux fins de préretraite;
- c) utilisation pour rachat d'années de service non cotisées au RREGOP (section III du chapitre II de la Loi).

Dans ce cas, la banque de congés de maladie est utilisable au complet de la façon suivante :

- d'abord les soixante (60) premiers jours à leur pleine valeur;
et
- ensuite l'excédent de soixante (60) jours, sans limite, à la moitié de leur valeur.
- d) combler la différence entre le salaire net de la personne salariée et la prestation d'assurance salaire prévue aux alinéas b) et c) du paragraphe 23.29. Durant cette période, la réserve de congés de maladie est réduite proportionnellement au montant ainsi payé.

Aux fins de l'application du présent sous-alinéa, le salaire net s'entend du salaire brut réduit des impôts fédéral et provincial, des cotisations au RRQ, au régime d'assurance-emploi et au régime de retraite;

- e) au départ de la personne salariée, les jours de congé de maladie monnayables accumulés lui sont payés jour par jour, jusqu'à concurrence de soixante (60) jours ouvrables. L'excédent des soixante (60) jours ouvrables de congés de maladie accumulés lui est payé à raison d'une demi-journée ouvrable par jour ouvrable accumulé, jusqu'à concurrence de trente (30) jours ouvrables. Le maximum de jours monnayables au départ ne peut excéder, en aucun cas, quatre-vingt-dix (90) jours ouvrables.

23.41 À la fin de chaque mois de service rémunéré, on crédite à la personne salariée 0,80 jour ouvrable de congé de maladie. Aux fins d'application du présent paragraphe, toute absence autorisée de plus de trente (30) jours interrompt cette accumulation. Cependant, cette accumulation n'est pas interrompue lorsque la personne salariée s'absente pendant plus de trente (30) jours consécutifs en vertu du paragraphe 21.02.

Toute période d'invalidité continue de plus de douze (12) mois interrompt l'accumulation des jours de congé annuel, et ce, indépendamment de la période de référence prévue au paragraphe 21.04.

La personne salariée peut utiliser six (6) des congés de maladie prévus au premier (1^{er}) alinéa pour motifs personnels. La personne salariée avise au préalable l'employeur, au moins vingt-quatre (24) heures à l'avance, de la prise de ces congés, lequel ne peut refuser sans motif valable. Les parties peuvent, par arrangement local, convenir de permettre à la personne salariée de fractionner un (1) des jours de congé de maladie pour motifs personnels en demi-journées. Le cas échéant, les parties conviennent des modalités applicables.

23.42 La personne salariée qui n'a pas utilisé au complet les jours de congé de maladie auxquels elle a droit, selon le paragraphe 23.41, reçoit, au plus tard le 15 décembre de chaque année, le paiement des jours ainsi accumulés au cours de l'année et non utilisés au 30 novembre.

23.43 La personne salariée peut choisir de ne pas monnayer les jours accumulés et non utilisés au 30 novembre afin de se constituer et maintenir une banque d'un maximum de cinq (5) jours de congés de maladie pour combler le délai de carence prévu à l'alinéa a) du paragraphe 23.29. S'ils ne sont pas utilisés à cette fin, ils ne peuvent être monnayés, sauf dans le cas du décès ou du départ de la personne salariée.

Cette banque de congés de maladie peut être utilisée après épuisement ou anticipation des jours de congé de maladie prévue au paragraphe 23.41.

23.44 La personne salariée à temps partiel, au lieu d'accumuler des jours de congé de maladie comme prévu au paragraphe 23.41, reçoit à chaque paie un montant calculé selon les dispositions du paragraphe 7.13.

Une personne salariée à temps partiel visée aux sous-alinéas a) ou b) du paragraphe 23.01 bénéficie des autres dispositions du régime d'assurance salaire, sauf que la prestation devient payable quant à chaque période d'invalidité, seulement après 9,8 jours de calendrier d'absence du travail pour cause d'invalidité, à compter du premier (1^{er}) jour auquel la personne salariée était requise de se présenter au travail.

L'alinéa précédent ne s'applique pas à la personne salariée à temps partiel qui a choisi en vertu des dispositions du paragraphe 23.01 de ne pas être couverte par les régimes d'assurance.

La personne salariée à temps partiel peut monnayer certains congés, tel que prévu au paragraphe 7.14, pour couvrir en tout ou en partie ce délai de carence.

V- MODALITÉS DE RETOUR AU TRAVAIL DE LA PERSONNE SALARIÉE AYANT SUBI UNE LÉSION PROFESSIONNELLE AU SENS DE LA LOI SUR LES ACCIDENTS DU TRAVAIL ET LES MALADIES PROFESSIONNELLES

23.45 L'employeur peut, tant qu'une personne salariée est admissible à l'indemnité de remplacement du revenu, l'assigner temporairement, soit à son poste d'origine, soit, prioritairement aux personnes salariées de la liste de rappel et sous réserve des dispositions prévues au paragraphe 15.01, à un poste temporairement dépourvu de titulaire, et ce, même si sa lésion n'est pas consolidée. L'assignation se fait à la condition qu'elle ne comporte pas de danger pour la santé, la sécurité ou l'intégrité physique de la personne salariée compte tenu de sa lésion.

L'alinéa précédent n'a pas pour effet de soustraire la personne salariée et l'employeur de l'application des dispositions de la Loi, notamment en ce qui concerne l'article 179.

23.46 La personne salariée qui, malgré la consolidation de sa lésion, demeure incapable de répondre aux exigences normales de son poste est inscrite, tant qu'elle est admissible à l'indemnité de remplacement du revenu, sur une équipe spéciale si ses capacités résiduelles lui permettent d'accomplir certaines tâches.

23.47 À moins que les parties locales n'en conviennent autrement, la personne salariée inscrite sur l'équipe spéciale est considérée comme ayant posé sa candidature à tout poste vacant ou nouvellement créé de même statut si ses capacités résiduelles lui permettent d'accomplir les tâches de ce poste sans danger pour sa santé, sa sécurité ou son intégrité physique compte tenu de sa lésion.

Nonobstant les dispositions relatives aux mutations volontaires, le poste est accordé à la personne salariée la plus ancienne de l'équipe spéciale, sous réserve du paragraphe 15.05, à la condition qu'elle puisse répondre aux exigences normales de la tâche.

23.48 La personne salariée qui refuse sans raison valable le poste offert en vertu du paragraphe précédent cesse d'être inscrite sur l'équipe spéciale.

VI- RÉINTÉGRATION AU TRAVAIL DES PERSONNES SALARIÉES EN INVALIDITÉ DEPUIS PLUS DE SIX (6) MOIS

23.49 Les parties maintiennent le comité paritaire local ayant pour mandats d'analyser et de faire le suivi des dossiers des personnes salariées en invalidité depuis plus de six (6) mois en s'assurant notamment de la transmission à l'assureur des informations requises par ce dernier auprès de l'employeur et de la personne salariée, à compter du dix-huitième (18^e) mois d'invalidité. Les modalités de fonctionnement de ce comité sont établies au niveau local.

23.50 Le comité peut convenir de modifier le poste de la personne salariée ou, le cas échéant, tout poste vacant pour tenir compte de ses capacités résiduelles.

23.51 Sous réserve des paragraphes 15.05 et 23.47 et après entente au comité, si le poste de la personne salariée ne peut être modifié, la personne salariée a priorité sur tout poste vacant ou nouvellement créé à la condition que ses capacités résiduelles lui permettent d'accomplir les tâches de ce poste. Dans un tel cas, le poste ainsi octroyé n'est pas soumis aux dispositions relatives aux mutations volontaires.

23.52 La personne salariée qui obtient un poste en vertu des paragraphes précédents est réputée ne plus être invalide au sens du paragraphe 23.03 à compter de la date de son entrée en fonction dans ce poste.

VII- CONDITIONS PARTICULIÈRES APPLICABLES AUX PERSONNES SALARIÉES EN INVALIDITÉ DEPUIS PLUS DE CENT QUATRE (104) SEMAINES

23.53 La présente section s'applique dans le cas où la décision d'arbitrage médical prévue au contrat d'assurance conformément au paragraphe 23.39A conclut que la personne salariée n'est pas ou n'est plus invalide à une date située entre la cent quatrième (104^e) semaine et la cent cinquante-sixième (156^e) semaine du début de l'invalidité.

23.54 Lorsqu'une décision rendue par le médecin arbitre selon la procédure d'arbitrage médical prévue au contrat d'assurance conformément au paragraphe 23.39A conclut que la personne salariée n'est pas ou n'est plus invalide et qu'aucune décision n'a été rendue entre le vingt et unième (21^e) et le vingt-quatrième (24^e) mois d'invalidité par un médecin arbitre désigné selon la procédure d'arbitrage médical prévue au paragraphe 23.39, l'employeur réintègre la personne salariée à son poste. Dans ce cas, la personne salariée est soumise à la période de requalification prévue à l'alinéa ii) du paragraphe 23.04.

23.55 Lorsqu'une décision rendue par le médecin arbitre selon la procédure d'arbitrage médical prévue au contrat d'assurance conformément au paragraphe 23.39A conclut que la personne salariée n'est pas ou n'est plus invalide et qu'une décision, rendue entre le vingt et unième (21^e) et le vingt-quatrième (24^e) mois d'invalidité par un médecin arbitre désigné selon la procédure d'arbitrage médical prévue au paragraphe 23.39, déclarait la personne salariée invalide, l'employeur peut, suite à l'avis de son médecin désigné, réintégrer ou refuser de réintégrer la personne salariée à son poste.

Lorsque l'employeur décide de ne pas réintégrer la personne salariée, cette dernière peut contester cette décision par grief dans un délai de dix (10) jours de la réception de l'avis écrit à cet effet. Dans ce cas, la procédure d'arbitrage médical prévue au paragraphe 23.39 s'applique.

ARTICLE 24

RÉGIME DE RETRAITE

24.01 Les personnes salariées sont régies par les dispositions du Régime de retraite des enseignants, du Régime de retraite des fonctionnaires ou du Régime de retraite des employés du gouvernement et des organismes publics (RREGOP) selon le cas.

Programme de retraite progressive

24.02 Le programme de retraite progressive a pour but de permettre à une personne salariée à temps complet ou à temps partiel, titulaire de poste, travaillant plus de quarante pour cent (40 %) d'un temps complet de réduire sa prestation de travail durant les dernières années qui précèdent la prise de sa retraite.

24.03 L'octroi d'une retraite progressive est sujet à une entente préalable avec l'employeur en tenant compte des besoins du service.

Une personne salariée à temps complet ou à temps partiel ne peut se prévaloir du programme qu'une seule fois même si celui-ci est annulé avant la date d'expiration de l'entente.

24.04 Le programme de retraite progressive est assujetti aux modalités qui suivent :

1) Période couverte par les présentes dispositions et prise de la retraite

- a) Les présentes dispositions peuvent s'appliquer à une personne salariée pour une période minimale de douze (12) mois et pour une période maximale de soixante (60) mois;
- b) Cette période incluant le pourcentage et l'aménagement de la prestation de travail est ci-après appelée « l'entente »;
- c) À la fin de l'entente, la personne salariée prend sa retraite;
- d) Toutefois, dans le cas où la personne salariée n'est pas admissible à la retraite à la fin de l'entente en raison de circonstances hors de son contrôle (ex. : grève, lock-out, correction du service antérieur), l'entente est prolongée jusqu'à la date d'admissibilité à la retraite.

2) Durée de l'entente et prestation de travail

- a) L'entente est d'une durée minimale de douze (12) mois et d'une durée maximale de soixante (60) mois;
- b) La demande doit être faite, par écrit, au moins quatre-vingt-dix (90) jours avant le début de l'entente; elle doit également prévoir la durée de l'entente;
- c) Le pourcentage de la prestation de travail doit être, sur une base annuelle, d'au moins quarante pour cent (40 %) ou d'au plus quatre-vingts pour cent (80 %) de celle d'une personne salariée à temps complet;
- d) L'aménagement et le pourcentage de la prestation de travail doivent être convenus entre la personne salariée et l'employeur et peuvent varier durant la durée de l'entente. De plus, l'employeur et la personne salariée peuvent convenir, en cours d'entente, de modifier l'aménagement et le pourcentage de la prestation de travail;

- e) L'entente entre la personne salariée et l'employeur est consignée par écrit et une copie est remise au syndicat.
- f) La personne salariée peut convenir avec son employeur, par écrit, et plus de six (6) mois avant la fin de l'entente, de prolonger cette entente. Toute prolongation doit être de minimum douze (12) mois et de maximum soixante (60) mois. Malgré toute prolongation, la durée totale de l'entente ne peut pas excéder sept (7) années¹.

Dans le cas d'une entente de retraite progressive dont l'échéance est prévue à la date d'entrée en vigueur de la présente modification et dans les neuf (9) mois qui suivent cette date, il n'y aurait pas de délai à respecter pour que la personne salariée convienne avec son employeur de prolonger cette entente².

3) Droits et avantages

- a) Pendant la durée de l'entente, la personne salariée reçoit une rémunération correspondant à sa prestation de travail;
- b) La personne salariée continue d'accumuler son ancienneté comme si elle ne participait pas au programme;

Pour la personne salariée à temps partiel la période de référence pour le calcul de l'ancienneté est la moyenne hebdomadaire des jours d'ancienneté accumulés au cours de ses douze (12) derniers mois de service ou depuis sa date d'entrée en service selon la date la plus rapprochée du début de l'entente;

- c) La personne salariée se voit créditer, aux fins d'admissibilité à une rente de retraite et aux fins de calcul de sa rente de retraite, le service à temps plein ou à temps partiel qu'elle accomplissait avant le début de l'entente;
- d) Pendant la durée de l'entente, la personne salariée et l'employeur versent les cotisations au régime de retraite sur la base du traitement admissible évolutif et de la prestation de travail (à temps complet ou à temps partiel) que la personne salariée accomplissait avant le début de l'entente;
- e) Dans le cas où une invalidité survient pendant la durée de l'entente, la personne salariée est exonérée de ses cotisations au régime de retraite sur la base du traitement admissible évolutif et de la prestation de travail qu'elle accomplissait avant le début de l'entente;

Pendant une période d'invalidité, la personne salariée reçoit une prestation d'assurance salaire calculée selon l'aménagement et le pourcentage annuel de la prestation de travail convenus, et ce, sans dépasser la date de la fin de l'entente;

- f) Conformément au paragraphe 23.40, les jours de congé de maladie au crédit d'une personne salariée peuvent être utilisés dans le cadre de l'entente pour la dispenser, totalement ou partiellement, de la prestation de travail prévue à l'entente, et ce, pour l'équivalent des jours de congé de maladie à son crédit;
- g) Pendant la durée de l'entente, la personne salariée bénéficie du régime de base d'assurance vie dont elle bénéficiait avant le début de l'entente;

1. À compter de la date de présentation du projet de loi à l'Assemblée nationale qui met en œuvre la présente modification ou, au plus tard le 30 juin 2024.

2. À compter de la date de présentation du projet de loi à l'Assemblée nationale qui met en œuvre la présente modification ou, au plus tard le 30 juin 2024.

- h) L'employeur continue de verser sa contribution au régime de base d'assurance maladie correspondant à celle versée avant le début de l'entente en autant que la personne salariée paie sa quote-part.

4) Mutation volontaire

Lors de la mutation volontaire d'une personne salariée qui bénéficie du programme de retraite progressive, cette dernière et l'employeur se rencontrent afin de convenir du maintien ou non de l'entente ou de toute modification pouvant y être apportée. À défaut d'accord, l'entente prend fin.

5) Supplantation ou mise à pied

Aux fins d'application de la procédure de supplantation, lorsque son poste est aboli ou qu'elle est supplantée, la personne salariée est réputée fournir la prestation de travail (à temps complet ou à temps partiel) normalement prévue à son poste. Elle continue de bénéficier du programme de retraite progressive.

Dans le cas, où la personne salariée est mise à pied et bénéficie de la sécurité d'emploi, cette mise à pied n'a aucun effet sur l'entente; celle-ci continue de s'appliquer pendant la mise à pied.

6) Cessation de l'entente

L'entente prend fin dans les cas suivants :

- retraite;
- décès;
- démission;
- congédiement;
- désistement avec l'accord de l'employeur;
- invalidité de la personne salariée qui se prolonge au-delà de trois (3) ans si, au cours des deux (2) premières années de cette invalidité, celle-ci était admissible à l'assurance salaire.

Dans ces cas ainsi que dans celui prévu à l'alinéa 24.04 4), le service crédité en vertu de l'entente est maintenu; le cas échéant, les cotisations non versées, accumulées avec intérêts, demeurent à son dossier.

24.05 Sauf dispositions à l'effet contraire apparaissant aux paragraphes précédents, la personne salariée qui bénéficie du programme de retraite progressive est régie par les règles de la convention collective s'appliquant à la personne salariée à temps partiel.

ARTICLE 25

AVANTAGES SOCIAUX

25.01 L'employeur accorde à la personne salariée :

- 1) cinq (5) jours civils de congé à l'occasion du décès de son conjoint, d'un enfant à charge ou de son enfant;
- 2) trois (3) jours civils de congé à l'occasion du décès des membres suivants de sa famille : père, mère, frère, sœur, beau-père, belle-mère, bru et gendre;
- 3) deux (2) jours civils de congé à l'occasion du décès de l'enfant de son conjoint (à l'exception de ceux prévus à l'alinéa 25.01-1);
- 4) un (1) jour civil de congé à l'occasion du décès de sa belle-sœur, de son beau-frère, de ses grands-parents et de ses petits-enfants.

Lors de décès mentionnés aux alinéas précédents, la personne salariée a droit à une (1) journée additionnelle aux fins de transport si le lieu des funérailles (cérémonie religieuse ou civile) se situe à deux cent quarante (240) kilomètres et plus du lieu de sa résidence.

25.02 Le congé prévu à l'un ou l'autre des alinéas du paragraphe 25.01 peut être pris, au choix de la personne salariée, entre la date du décès et la date des funérailles (cérémonie religieuse ou civile) inclusivement. Le congé de plus d'un (1) jour civil doit être pris de manière continue.

Le congé prévu à l'un ou l'autre des alinéas du paragraphe 25.01 peut être pris à compter de la veille du décès lorsque le décès est prévu dans le cadre de la Loi concernant les soins de fin de vie (RLRQ, c. S-32.0001). La personne salariée doit informer son employeur de son absence le plus tôt possible.

Toutefois, la personne salariée peut choisir d'utiliser un des jours de congé lorsque l'enterrement, la crémation ou la cérémonie de la disposition des cendres a lieu à l'extérieur des délais prévus pour y assister. En aucune façon, l'application de cet alinéa ne peut avoir pour effet de conférer à la personne salariée une rémunération additionnelle à celle prévue au paragraphe 25.03.

25.03 Pour les jours civils de congé dont il est fait mention au paragraphe 25.01, la personne salariée reçoit une rémunération équivalant à celle qu'elle recevrait si elle était au travail sauf s'ils coïncident avec tout autre congé prévu dans la présente convention.

25.04 Dans tous les cas, la personne salariée prévient son supérieur immédiat ou le directeur du personnel et produit, à la demande de ce dernier, la preuve ou l'attestation de ces faits.

25.05 La personne salariée appelée à agir comme jurée ou témoin dans une cause où elle n'est pas une des parties intéressées reçoit, pendant la période où elle est appelée à agir comme jurée ou témoin, la différence entre son salaire régulier et l'indemnité versée à ce titre par la cour.

Dans le cas de poursuites judiciaires civiles envers une personne salariée dans l'exercice normal de ses fonctions, celle-ci ne subit aucune perte de son salaire régulier pour le temps où sa présence est nécessaire à la cour.

25.06 À l'occasion de son mariage ou union civile, toute personne salariée à temps complet a droit à une (1) semaine de congé avec solde.

La personne salariée titulaire de poste à temps partiel a aussi droit à un tel congé au prorata du nombre de jours prévus au poste qu'elle détient. Dans le cas où cette personne salariée détient une assignation à la date de départ en congé, ce congé est rémunéré au prorata du nombre de jours prévus à cette assignation, à cette date, y incluant, le cas échéant, le nombre de jours du poste qu'elle détient si elle n'a pas quitté temporairement son poste. Les autres personnes salariées à temps partiel ont droit à ce congé au prorata du nombre de jours prévus à l'assignation détenue à la date de départ en congé.

Ce congé pour mariage ou union civile est accordé à la condition que la personne salariée en fasse la demande au moins quatre (4) semaines à l'avance.

Ce congé pour mariage ou union civile peut être pris la semaine incluant la journée du mariage ou de l'union civile ou la semaine suivante après entente entre l'employeur et la personne salariée. En ce dernier cas, est déduit de ce congé le jour du mariage ou de l'union civile s'il a été rémunéré en vertu de la Loi sur les normes du travail (RLRQ, c. N-1.1).

25.07 La personne salariée qui est membre du conseil d'administration d'un conseil de la santé et des services sociaux, est libérée sans perte de rémunération pour participer aux réunions du conseil d'administration après demande à son supérieur immédiat, lequel ne peut refuser sans motif valable.

Après demande à son supérieur immédiat, la personne salariée qui est membre du conseil d'administration de l'établissement est libérée sans perte de rémunération pour participer aux réunions du conseil.

25.08 La personne salariée a droit à deux (2) périodes de repos de quinze (15) minutes par journée de travail.

Congés pour responsabilités familiales

25.09 La personne salariée peut, après en avoir avisé l'employeur le plus tôt possible, s'absenter du travail jusqu'à concurrence de dix (10) jours sans solde par année pour remplir des obligations reliées à la garde, à la santé ou à l'éducation de son enfant ou de l'enfant de son conjoint, ou en raison de l'état de santé de son conjoint, de son père, de sa mère, d'un frère, d'une sœur ou de l'un de ses grands-parents.

Les journées ainsi utilisées sont déduites, lorsque possible de la banque annuelle de congés de maladie ou prises sans solde, au choix de la personne salariée.

Ce congé peut être fractionné en demi-journées si l'employeur y consent.

La personne salariée doit prendre les moyens raisonnables à sa disposition pour limiter la prise et la durée d'un congé prévu au présent paragraphe.

25.10 Une personne salariée peut s'absenter du travail en application des articles 79.8 à 79.15 de la Loi sur les normes du travail, en informant l'employeur des motifs de son absence le plus tôt possible et en fournissant la preuve justifiant son absence.

Pendant ce congé sans solde, la personne salariée accumule son ancienneté et son expérience. Elle continue de participer au régime d'assurance maladie de base en assumant sa quote-part des primes.

Elle peut également continuer de participer aux régimes optionnels d'assurance qui lui sont applicables en faisant la demande au début du congé et en assumant la totalité des primes.

À l'expiration de ce congé sans solde, la personne salariée peut reprendre son poste ou, le cas échéant, un poste qu'elle a obtenu à sa demande, conformément aux dispositions de la convention collective. Dans l'éventualité où le poste aurait été aboli, ou en cas de supplantation, la personne salariée a droit aux avantages dont elle aurait bénéficié si elle avait alors été au travail.

De même, au retour du congé sans solde, la personne salariée ne détenant pas de poste, reprend l'assignation qu'elle détenait au moment de son départ si cette assignation se poursuit après la fin de ce congé.

Si l'assignation est terminée, la personne salariée a droit à toute autre assignation selon les dispositions de la convention collective.

ARTICLE 26

REPAS

26.01 Lorsque des repas sont servis aux bénéficiaires sur les lieux de travail de la personne salariée ou lorsque la personne salariée peut se rendre à l'établissement y prendre son repas à l'intérieur du délai alloué pour ce faire, l'employeur lui fournit un repas convenable lorsque ce et ces repas sont prévus à son horaire de travail.

La personne salariée qui, en raison de son lieu d'assignation bénéficie d'une allocation de repas en remplacement du repas prévu au présent paragraphe, continue d'en bénéficier à moins que l'employeur ne soit en mesure d'y suppléer autrement.

Le prix de chaque repas est à la pièce, mais un service complet n'excèdera pas :

Déjeuner :	2,37 \$ ¹
Dîner :	5,41 \$ ¹
Souper :	5,41 \$ ¹

Au 1^{er} avril de chaque année, le coût des repas est majoré selon le pourcentage d'augmentation des taux et échelles de salaire prévu au paragraphe 7.27 de la convention collective.

La personne salariée peut apporter son repas et elle le prend dans un endroit convenable désigné à cette fin par l'employeur.

Il est entendu qu'il n'y a pas de privilèges acquis pour les personnes salariées qui payaient des taux inférieurs à ceux ci-haut prévus.

Dans les établissements où les taux sont supérieurs à ceux mentionnés ci-haut, ils continuent à s'appliquer pour la durée de la présente convention à l'ensemble des personnes salariées de ces établissements.

26.02 Toute personne salariée affectée sur des quarts, ou dont les heures de travail diffèrent de ceux prévus pour les autres personnes salariées, bénéficie également des dispositions du paragraphe 26.01 du présent article.

¹ Les prix indiqués sont ceux applicables au 1^{er} avril 2024.

ARTICLE 27

ALLOCATIONS DE DÉPLACEMENT

27.01 La personne salariée qui, à la demande de l'employeur, doit accomplir ses fonctions à l'extérieur de son port d'attache est considérée comme étant au travail durant tout le temps employé à son déplacement et a droit aux allocations de déplacement remboursables selon les modalités suivantes :

Les modalités applicables dans le cas où la personne salariée n'a pas à se présenter à son port d'attache au début ou à la fin de sa journée de travail sont convenues localement.

Frais d'automobile

Lorsqu'elle utilise sa propre automobile, la personne salariée reçoit :

- i) pour les premiers 8000 km d'une année : 0,620 \$/km
- ii) pour tout kilométrage excédant 8000 km lors d'une année : 0,545 \$/km

Un montant de 0,155 \$ du kilomètre est ajouté aux allocations prévues pour le kilométrage parcouru sur route graveleuse.

27.02 La prime supplémentaire d'assurance pour « affaire » est remboursée en totalité lorsque la personne salariée est requise par l'employeur d'utiliser son véhicule. Toutefois, l'établissement est libéré de toute responsabilité si la personne salariée ne prend pas d'assurance « affaire ».

27.03 La personne salariée requise par l'employeur d'utiliser un véhicule automobile et qui utilise son véhicule personnel à cette fin d'une façon régulière au cours de l'année, et qui parcourt moins de huit mille (8 000) kilomètres, a droit de recevoir, en plus de l'indemnité prévue au régime général, une compensation égale à 0,08 \$ par kilomètre compris entre le kilométrage effectivement parcouru et huit mille (8 000) kilomètres, payable à la fin de l'année.

Lorsque l'utilisation du véhicule automobile n'est plus requise par l'employeur, la personne salariée a droit, pour toute l'année en cours à la compensation établie selon les modalités prévues à l'alinéa précédent.

Si la personne salariée n'utilise pas sa propre automobile, l'employeur rembourse la personne salariée des frais occasionnés conformément aux conditions établies localement.

Les frais de péage et de stationnement inhérents au déplacement de la personne salariée dans l'exercice de ses fonctions sont remboursables.

Les frais de stationnement au port d'attache sont remboursés en fonction du nombre de jours où la personne salariée est requise d'utiliser son véhicule dans l'exercice de ses fonctions, selon les modalités convenues localement.

27.04 Repas

Au cours de ses déplacements et conformément aux conditions établies localement, la personne salariée a droit aux allocations de repas suivantes :

Déjeuner :	14,70 \$
Dîner :	20,20 \$
Souper :	30,50 \$

27.05 Coucher

Lorsque la personne salariée doit loger dans un établissement hôtelier dans l'exercice de ses fonctions, elle a droit au remboursement des frais réels et raisonnables de logement encourus plus une allocation quotidienne de 7,75 \$.

Lorsqu'une personne salariée loge chez une personne parente ou amie, dans l'exercice de ses fonctions, elle a droit à un remboursement de 22,25 \$.

27.06 Si, au cours de la durée de la présente convention collective, une réglementation gouvernementale autorise des tarifs supérieurs à ceux prévus aux paragraphes 27.01, 27.03, 27.04 et 27.05 pour les personnes salariées régies par la présente convention collective, l'employeur s'engage à procéder dans les trente (30) jours aux ajustements de taux prévus aux paragraphes 27.01, 27.03, 27.04 et 27.05.

ARTICLE 28

AVANTAGES OU PRIVILÈGES ACQUIS

28.01 Les personnes salariées qui jouissent présentement d'avantages ou privilèges supérieurs à ceux prévus aux présentes continuent d'en bénéficier pour la durée de cette convention collective, à l'exclusion de ceux acquis dans une entente locale depuis le 20 mars 1987.

Malgré toute disposition de la convention collective, nulle dérogation à la nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux ne peut constituer un avantage ou un privilège acquis ni être invoquée à ce titre par une personne salariée.

28.02 Toute disposition des conventions collectives antérieures qui est supérieure aux dispositions de la présente convention collective, ne peut être invoquée à titre d'avantage ou de privilège acquis.

ARTICLE 29

CONTRAT D'ENTREPRISE (CONTRAT À FORFAIT)

29.01 Tout contrat entre l'employeur et une tierce-partie, ainsi que tout contrat en partenariat public-privé, ayant pour effet de soustraire, directement ou indirectement, partie ou totalité des tâches accomplies par les personnes salariées couvertes par le certificat d'accréditation syndicale, oblige l'employeur vis-à-vis le syndicat et ses personnes salariées, comme suit :

1- Au préalable, l'occasion doit être fournie au syndicat d'examiner les assises économiques et autres du projet de l'établissement et, à l'intérieur d'un délai n'excédant pas soixante (60) jours, l'employeur rencontre le syndicat afin de lui permettre de proposer une alternative, suggestion ou modification pouvant assurer la réalisation des objectifs poursuivis par l'établissement et respectant les paramètres du projet.

Pour permettre au syndicat de procéder à une analyse complète du projet, l'établissement lui fournit les informations pertinentes.

Le délai de soixante (60) jours précédemment prévu commence à courir à partir de la date de la réception par le syndicat des informations mentionnées au paragraphe précédent.

Les dispositions du présent alinéa s'appliquent également lors du renouvellement de contrat.

2- Aviser la tierce-partie de l'existence du certificat d'accréditation, de la convention et de leur contenu.

3- Ne procéder à aucune mise à pied, congédiement ou licenciement, découlant directement ou indirectement d'un tel contrat.

4- Tout changement aux conditions de travail d'une personne salariée affectée par suite de ce contrat doit se faire conformément aux dispositions de la présente convention traitant des mises à pied.

5- Transmettre au syndicat une (1) copie du contrat dans les trente (30) jours de sa signature.

29.02 L'employeur convient que la résiliation d'un contrat d'entreprise ne peut avoir pour motif ou pour considération principale l'exercice par des personnes salariées d'un sous-traitant de quelque droit que ce soit en vertu du Code du travail (RLRQ, c. C-27).

29.03 Dans le cas de travaux accomplis par les personnes salariées dans les services de l'entretien ménager, de l'alimentation (cuisine et cafétéria) et des soins infirmiers, les contrats d'entreprise à être adjugés par l'employeur ou renouvelés par lui devront prévoir que le taux de salaire et les bénéfices marginaux à être octroyés aux personnes salariées d'un sous-traitant travaillant chez l'employeur devront être comparables globalement aux taux du marché dans le secteur hospitalier pour les mêmes titres d'emploi.

Sont présumés comparables globalement, les taux de salaires et les bénéfices marginaux pour les personnes salariées d'un sous-traitant dont les taux de salaires et les bénéfices marginaux sont déterminés par convention collective.

Au surplus, l'employeur n'accordera, ne renouvellera, ni ne résiliera aucun contrat d'entreprise (contrat à forfait) dans les services de l'entretien ménager, de l'alimentation (cuisine et cafétéria) et des soins infirmiers sans avoir avisé le syndicat au moins trente (30) jours à l'avance.

29.04 Lorsque l'employeur affiche un poste à la suite de la résiliation d'un contrat d'entreprise dans les services de l'alimentation, de l'entretien ménager et des soins infirmiers, les personnes employées par le sous-traitant ont priorité d'embauchage sur les personnes venant de l'extérieur pour les postes non comblés dans le service où elles travaillaient.

Appels d'offres

29.05 L'employeur informe le syndicat de tout appel d'offres entrepris par l'établissement ayant pour effet de soustraire directement ou indirectement partie ou totalité des tâches accomplies par les personnes salariées couvertes par l'accréditation, et ce, au moins trente (30) jours avant la publication de l'avis d'appel d'offres.

ARTICLE 30

SANTÉ ET SÉCURITÉ

30.01 L'employeur prend les mesures nécessaires pour éliminer à la source tout danger pour la santé, la sécurité et l'intégrité physique des personnes salariées. Le syndicat et les personnes salariées y collaborent.

L'employeur s'engage à maintenir des conditions de santé et de sécurité conformes aux lois et règlements en vigueur.

L'employeur et le syndicat coopèrent pour prévenir les accidents, assurer la sécurité et promouvoir la santé des personnes salariées.

Un comité local de sécurité et santé est formé afin d'étudier des problèmes particuliers à l'établissement.

Les modalités de représentation et de fonctionnement du comité sont établies par arrangement au niveau local.

30.02 Les parties au comité local peuvent :

1. convenir des modes d'inspection des lieux de travail;
2. identifier les situations qui peuvent être sources de danger pour les personnes salariées;
3. recueillir les renseignements utiles concernant les accidents survenus;
4. recommander les moyens et équipements de protection individuels qui, tout en étant conformes aux règlements, sont adaptés aux besoins des personnes salariées de l'établissement;
- 5 recevoir et étudier les plaintes des personnes salariées concernant les conditions de santé et de sécurité;
6. recommander toute mesure jugée utile particulièrement concernant les appareils de mesure nécessaires, le contrôle des radiations, etc.

Les parties peuvent, par arrangement local, convenir de toutes autres fonctions du comité.

30.03 La personne salariée subit, durant ses heures de travail et sans frais, tout examen, immunisation ou traitement exigés par l'employeur, lesquels doivent être reliés au travail à accomplir ou nécessaires à la protection des personnes.

La personne salariée porteuse saine de germe, libérée de son travail sur recommandation du Bureau de santé ou de la ou du médecin désigné par l'employeur, peut être replacée dans un poste pour lequel elle rencontre les exigences normales de la tâche (en tenant compte des familles de tâches établies au paragraphe 15.05, Sécurité d'emploi), et ce, sans perte de salaire.

Si un tel déplacement est impossible, faute de poste disponible dans la même famille de tâches, la personne salariée ne subit aucune perte de salaire ni aucune déduction de sa caisse de congés de maladie. Cependant, l'employeur peut soumettre un tel cas à la Commission des normes, de l'équité, de la santé et de la sécurité du travail, le tout sans préjudice pour la personne salariée.

30.04 Toute personne salariée exposée aux radiations en raison de son travail subit, durant ses heures de travail et sans frais, les examens et analyses suivants, à moins que la ou le médecin traitant de la personne salariée ne l'interdise :

- a) une radiographie pulmonaire (de format 350mm x 430mm), une fois par année;
- b) une analyse de sang (cytologie complète) tous les trois (3) mois et dans les cas qui dépassent les normes de la Commission internationale de protection radiologique. Dans ces derniers cas, elle subit en plus une analyse chromosomique.

Le résultat de cette analyse doit être transmis à la personne responsable du Service de santé du personnel et à la chef ou au chef radiologiste ainsi qu'à la personne salariée concernée lorsque des anomalies ont été décelées.

Toute anomalie sanguine ou chromosomique imputable aux radiations, décelée chez une personne salariée, est investiguée sans délai par une ou un hématologiste ou une ou un médecin compétent en la matière afin d'en découvrir la cause.

30.05 Un comptage rigoureux de la quantité de radiations reçues doit être effectué. Le résultat du comptage de ces radiations reçues est affiché chaque mois au service de radiologie.

Afin de permettre un décompte aussi précis que possible de la quantité de radiations reçues, chaque personne salariée convient de se soumettre au port des dosimètres.

30.06 Dans le but d'assurer la sécurité des personnes bénéficiaires et des personnes salariées, l'employeur s'engage à se conformer aux normes émises par Santé Canada, division Protection contre les radiations.

Si la dosimétrie personnelle révèle que des doses excessives imputables à une défectuosité ou à un vice de fonctionnement d'une installation radiologique ont été reçues par la personne salariée, l'établissement doit sans retard y apporter les mesures correctives et fournir au syndicat, sur demande, les renseignements à cet effet.

30.07 Si la dosimétrie personnelle révèle que la personne salariée a reçu des doses excessives, l'employeur doit accorder un congé à la personne salariée concernée. Ce congé n'affecte en rien le congé annuel ni les congés de maladie de la personne salariée. Pendant ce congé, la personne salariée reçoit une rémunération équivalant à celle qu'elle recevrait si elle était au travail.

30.08 L'employeur remet à la personne salariée qui en fait la demande, une copie du rapport médical sur sa dosimétrie personnelle.

30.09 La personne salariée bénéficie d'une libération sans perte de salaire lors de l'audition de sa cause devant les instances d'appel prévues à la Loi sur les accidents du travail et les maladies professionnelles (RLRQ, c. A-3.001) (incluant le Bureau d'évaluation médicale), et ce, dans le cadre d'une réclamation pour une lésion professionnelle, au sens de cette loi, survenue chez son employeur.

30.10 L'employeur avise le syndicat de sa contestation d'une décision d'une instance ou d'un tribunal compétent constitué en vertu de la Loi sur les accidents du travail et les maladies professionnelles ou de la Loi sur la santé et la sécurité du travail (RLRQ, c. S-2.1) lorsque cette contestation est susceptible d'affecter les droits d'une personne salariée.

30.11 Lorsqu'une personne salariée estime qu'une personne bénéficiaire peut présenter un danger immédiat et éventuel pour son entourage, elle en fait rapport à son supérieur immédiat. À la lumière des faits énoncés dans le rapport de la personne salariée, les autorités prennent les mesures qui s'imposent.

30.12 À l'entrée en vigueur des dispositions de la Loi sur la santé et la sécurité du travail traitant de la formation du ou des comités de santé et sécurité, les parties se rencontrent au niveau local et s'entendent sur la formation de tels comités.

Jusqu'à telle entente, le comité prévu au présent article continue d'exercer son mandat.

ARTICLE 31

DISCRIMINATION, HARCÈLEMENT ET VIOLENCE

Discrimination

31.01 Aux fins de l'application de la présente convention collective, ni la direction, ni le syndicat, ni leurs représentantes ou leurs représentants respectifs, n'exercent de menaces, contraintes ou discrimination contre une personne salariée à cause de sa race, de sa couleur, de son origine ethnique et nationale, de sa condition sociale, de sa langue, de son sexe, de sa grossesse, de son orientation sexuelle, de son état civil, de son âge, de ses croyances religieuses ou de leur absence, de ses opinions politiques, du fait qu'elle est une personne handicapée ou qu'elle utilise quelques moyens pour pallier à son handicap ou de l'exercice d'un droit que lui reconnaît la présente convention ou la loi.

Il y a discrimination lorsqu'une telle distinction, exclusion ou préférence a pour effet de détruire, de compromettre ou de restreindre un droit que lui reconnaît la présente convention ou la loi pour l'un des motifs ci-haut prévus.

Malgré ce qui précède, une distinction, exclusion ou préférence fondée sur les exigences normales requises pour accomplir les tâches d'un poste est réputée non discriminatoire.

Harcèlement psychologique

31.02 L'employeur et le syndicat collaborent dans le but de favoriser un milieu de travail exempt de harcèlement psychologique. À cet effet, les parties peuvent discuter de tout problème relatif au harcèlement psychologique, y compris toute mesure incitant à la prévention de tel harcèlement.

31.03 On entend par « harcèlement psychologique » une conduite vexatoire se manifestant soit par des comportements, des paroles, des actes ou des gestes répétés, qui sont hostiles ou non désirés, laquelle porte atteinte à la dignité ou à l'intégrité psychologique ou physique de la personne salariée et qui entraîne, pour celle-ci, un milieu de travail néfaste.

Une seule conduite grave peut aussi constituer du harcèlement psychologique si elle porte une telle atteinte et produit un effet nocif continu pour la personne salariée.

31.04 Toute personne salariée a droit à un milieu de travail exempt de harcèlement psychologique.

L'employeur doit prendre les moyens raisonnables pour prévenir le harcèlement psychologique et, lorsqu'une telle conduite est portée à sa connaissance, pour la faire cesser.

31.05 Tout grief relatif à une conduite de harcèlement psychologique doit être déposé dans les deux (2) ans de la dernière manifestation de cette conduite.

31.06 Si l'arbitre de grief juge que la personne salariée a été victime de harcèlement psychologique et que l'employeur a fait défaut de respecter ses obligations prévues au paragraphe 31.04, il peut rendre toute décision qui lui paraît juste et raisonnable, compte tenu de toutes les circonstances de l'affaire, notamment :

1° ordonner à l'employeur de réintégrer la personne salariée;

2° ordonner à l'employeur de payer à la personne salariée une indemnité jusqu'à un maximum équivalant au salaire perdu;

3° ordonner à l'employeur de prendre les moyens raisonnables pour faire cesser le harcèlement;

4° ordonner à l'employeur de verser à la personne salariée des dommages et intérêts punitifs et moraux;

5° ordonner à l'employeur de verser à la personne salariée une indemnité pour perte d'emploi;

6° ordonner à l'employeur de financer le soutien psychologique requis par la personne salariée, pour une période raisonnable qu'il détermine;

7° ordonner la modification du dossier disciplinaire de la personne salariée victime de harcèlement psychologique.

31.07 Les alinéas 2, 4 et 6 du paragraphe 31.06 ne s'appliquent pas pour une période au cours de laquelle la personne salariée est victime d'une lésion professionnelle, au sens de la Loi sur les accidents du travail et les maladies professionnelles (RLRQ, c. A-3.001), qui résulte du harcèlement psychologique.

Lorsque l'arbitre de grief estime probable, en application du paragraphe 31.06, que le harcèlement psychologique ait entraîné chez la personne salariée une lésion professionnelle, il réserve sa décision au regard des alinéas 2, 4 et 6.

31.08 Toute modification à l'un des articles 81.18, 81.19, 123.7, 123.15 et 123.16 de la Loi sur les normes du travail (RLRQ, c. N-1.1) entraîne la même modification à la présente convention collective.

31.09 L'employeur et le syndicat s'engagent à ne pas publier ou distribuer d'affiches ou de brochures sexistes.

Violence

31.10 L'employeur et le syndicat conviennent que la personne salariée ne doit pas être sujette à de la violence à l'occasion de son travail.

L'employeur et le syndicat conviennent de collaborer en vue d'éviter ou de faire cesser toute forme de violence par les moyens appropriés, entre autres, par l'élaboration d'une politique.

ARTICLE 32

ASSURANCE RESPONSABILITÉ

32.01 Sauf en cas de faute lourde, l'employeur s'engage à protéger par une police d'assurance responsabilité la personne salariée dont la responsabilité civile pourrait être engagée par le fait de l'exercice de ses fonctions.

S'il ne prend pas une police d'assurance responsabilité, l'employeur assume alors, sauf en cas de faute lourde, le fait et cause de la personne salariée et n'exerce contre cette dernière aucune réclamation à cet égard.

32.02 Lorsqu'une personne salariée est appelée à rendre témoignage sur des faits portés à sa connaissance à l'occasion de l'exécution de ses fonctions et qu'elle prévoit devoir invoquer son secret professionnel, elle peut se faire accompagner d'une procureure ou d'un procureur choisi et payé par l'établissement.

Lorsqu'une personne salariée œuvrant auprès des bénéficiaires fait l'objet d'une poursuite pénale ou criminelle dans l'exercice de ses fonctions, les frais d'assistance judiciaire raisonnablement encourus pour sa défense lui sont remboursés si elle est acquittée.

ARTICLE 33

COMITÉ DE RELATIONS DE TRAVAIL

I- COMITÉ NATIONAL

33.01 Afin de régler tout problème relatif aux conditions de travail y incluant les problèmes d'application et d'interprétation de la convention collective, les parties négociantes conviennent de mettre sur pied un comité provincial de relations de travail.

33.02 Ce comité se compose de trois (3) représentantes ou représentants du Comité patronal de négociation du secteur de la santé et services sociaux dont une (1) représentante ou un (1) représentant du ministère de la Santé et des Services sociaux, d'une part, et de trois (3) représentantes ou représentants du Syndicat canadien de la fonction publique (SCFP-FTQ), d'autre part.

33.03 Les parties se rencontrent dans un délai de vingt (20) jours suivant la réception d'un avis envoyé par l'une ou l'autre des parties. Cet avis comprend un exposé sommaire du ou des problèmes qu'elle désire soumettre à ce comité ainsi que le nom de ses représentantes ou représentants.

33.04 Les personnes salariées représentantes du SCFP sont libérées sans perte de salaire aux fins d'assister aux séances du comité.

33.05 Les parties ont un délai maximum de quatre-vingt-dix (90) jours afin de trouver une ou des solutions aux problèmes soulevés. Ce délai peut être prolongé par les parties.

33.06 Toute entente entre les parties modifiant la convention collective fait l'objet d'un dépôt au Tribunal administratif du travail.

33.07 La présente section ne permet pas une révision de la convention collective au sens de l'article 107 du Code du travail (RLRQ, c. C-27) et ne peut donner lieu à un différend.

II- COMITÉ LOCAL

33.08 Un comité local de relations de travail est formé dans les soixante (60) jours de l'entrée en vigueur de la convention.

33.09 Ce comité local est composé d'au plus trois (3) représentantes ou représentants de chacune des parties et ses modalités de fonctionnement sont établies par arrangement au niveau local.

33.10 Ce comité se réunit à la demande de l'une ou l'autre des parties. La partie qui désire tenir une réunion du comité sur une question autre qu'un fardeau de tâches en donne un préavis d'au moins dix (10) jours à l'autre partie.

Ce préavis doit contenir la nature des sujets à discuter.

33.11 Les personnes salariées membres du syndicat qui siègent sur ce comité sont autorisées à assister sans perte de salaire aux réunions de ce comité.

33.12 Ce comité a pour fonctions :

- a) de discuter des griefs avant l'avis d'arbitrage prévu au paragraphe 11.01, dans le but d'en faire l'examen et d'y trouver une solution satisfaisante;
- b) d'étudier les problèmes locaux relatifs à l'interprétation et à l'application de la convention collective;
- c) d'étudier les plaintes des personnes salariées relatives au fardeau de leurs tâches ou toute question reliée directement au fardeau de leurs tâches;
- d) d'assumer les mandats prévus aux paragraphes 14.08 et 35.04;
- e) de se rencontrer une fois par année afin de discuter de la prévision annuelle des travaux à être accordés en sous-traitance.

Dans le cas où l'unité de négociation comprend des personnes salariées de la catégorie du personnel en soins infirmiers et cardiorespiratoires, le comité a également pour fonction de discuter de toute question relative aux soins infirmiers.

Procédure en cas de plainte de fardeau de tâches

33.13 La personne salariée qui se croit lésée porte plainte par écrit au comité.

Si plusieurs personnes salariées collectivement ou si le syndicat comme tel se croit lésé, celui-ci peut porter plainte par écrit.

Dans chacun des cas, la personne plaignante transmet à l'employeur copie de sa plainte.

33.14 Lorsque l'employeur décide d'abolir un poste vacant, il en avise préalablement le syndicat.

Si une personne salariée estime qu'une abolition de poste a pour effet de lui causer une surcharge de travail, elle peut, dans les quinze (15) jours suivant la réception par le syndicat de l'avis d'abolition, formuler par écrit une plainte à l'employeur.

Si plusieurs personnes salariées collectivement ou si le syndicat comme tel se croit lésé, celui-ci peut porter plainte par écrit.

33.15 Chaque partie au comité peut, à l'occasion, s'adjoindre à ses frais l'aide extérieure nécessaire lorsqu'elle le juge approprié.

33.16 La partie qui désire tenir une réunion du comité sur une question de fardeau de tâches donne un préavis d'au moins cinq (5) jours à l'autre partie.

33.17 Si, à la suite du préavis susmentionné, le comité ne se réunit pas, le syndicat peut, dans les trente (30) jours de la date mentionnée à l'avis de réunion prévu au paragraphe précédent, demander l'arbitrage du litige, et alors, la procédure sommaire prévue aux paragraphes 11.17 à 11.23 s'applique.

33.18 Si le comité en vient à une entente sur une question de fardeau de tâches, sa décision est exécutoire.

Par ailleurs, si le comité n'en vient pas à une entente, le syndicat peut, dans les trente (30) jours suivant la première rencontre du comité, demander l'arbitrage du litige, et alors, la procédure prévue au paragraphe 33.17 s'applique.

33.19 Les délais prévus au présent article peuvent, de l'accord des parties, être modifiés.

Les parties locales peuvent convenir, par écrit, de prolonger les délais prévus à la procédure en cas de plainte de fardeau de tâches.

ARTICLE 34

RÉGIME DE CONGÉ À TRAITEMENT DIFFÉRÉ

34.01 Définition

Le régime de congé à traitement différé vise à permettre à une personne salariée de voir son salaire étalé sur une période déterminée, afin de pouvoir bénéficier d'un congé. Il n'a pas pour but de fournir des prestations au moment de la retraite, ni de différer de l'impôt.

Ce régime comprend, d'une part, une période de contribution de la personne salariée et, d'autre part, une période de congé.

34.02 Durée du régime

La durée du régime de congé à traitement différé peut être de deux (2) ans, de trois (3) ans, de quatre (4) ans ou de cinq (5) ans à moins d'être prolongée suite à l'application des dispositions prévues aux alinéas f), g), j), k) et l) du paragraphe 34.06. Cependant, la durée du régime, y incluant les prolongations, ne peut, en aucun cas, excéder sept (7) ans.

34.03 Durée du congé

La durée du congé peut être de six (6) mois à douze (12) mois consécutifs, tel que prévu à l'alinéa a) du paragraphe 34.06 et il ne peut être interrompu pour quelque motif que ce soit.

La personne salariée peut également se prévaloir d'un régime comportant un congé de trois (3), quatre (4) ou cinq (5) mois lorsqu'un tel régime vise à permettre à la personne salariée de poursuivre des études à temps complet dans un établissement d'enseignement reconnu au sens de la Loi de l'impôt sur le revenu (L.R.C. 1985, c. 1. (5^e supp)). Ce congé ne peut être pris que les trois (3), quatre (4) ou cinq (5) derniers mois du régime.

Le congé doit débiter au plus tard à l'expiration d'une période maximale de six (6) ans suivant la date à laquelle a débuté le régime. À défaut, les dispositions pertinentes de l'alinéa n) du paragraphe 34.06 s'appliquent.

Sauf les dispositions du présent article, la personne salariée, durant son congé, n'a pas droit aux bénéfices de la convention collective en vigueur dans l'établissement, tout comme si elle n'était pas à l'emploi de l'établissement, sous réserve de son droit de réclamer des bénéfices acquis antérieurement, et des dispositions prévues aux articles 10 et 11.

Durant son congé, la personne salariée ne peut recevoir aucune autre rémunération de l'employeur ou d'une autre personne ou société avec qui l'employeur a un lien de dépendance, que le montant correspondant au pourcentage de son salaire tel que prévu à l'alinéa a) du paragraphe 34.06 auquel s'ajoutent, s'il y a lieu, les montants que l'employeur est tenu de verser en application du paragraphe 34.06 pour des avantages sociaux.

34.04 Conditions d'obtention

La personne salariée peut bénéficier du régime de congé à traitement différé après demande à l'employeur, lequel ne peut refuser sans motif valable. La personne salariée doit satisfaire aux conditions suivantes :

- a) être détentrice d'un poste;
- b) avoir complété deux (2) ans de service;
- c) faire une demande écrite en précisant :
 - la durée de participation au régime de congé à traitement différé;
 - la durée du congé;
 - le moment de la prise du congé.

Ces modalités doivent faire l'objet d'une entente avec l'employeur et être consignées sous forme d'un contrat écrit lequel inclut également les dispositions du présent régime.

Copie de la demande écrite de la personne salariée est transmise au syndicat.

- d) ne pas être en période d'invalidité ou en congé sans solde lors de l'entrée en vigueur du contrat.

34.05 Retour

À l'expiration de son congé, la personne salariée peut reprendre son poste chez l'employeur. Toutefois, si le poste que la personne salariée détenait au moment de son départ n'est plus disponible, la personne salariée doit se prévaloir des dispositions relatives à la procédure de supplantation et/ou mise à pied prévues à la convention collective.

Au terme de son congé, la personne salariée doit demeurer au service de l'employeur pour une durée au moins équivalant à celle de son congé.

34.06 Modalités d'application

a) Salaire

Pendant chacune des années visées par le régime, la personne salariée reçoit un pourcentage du salaire de l'échelle applicable qu'elle recevrait si elle ne participait pas au régime incluant, s'il y a lieu, le supplément ou la prime de responsabilité et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H. Le pourcentage applicable est déterminé selon le tableau suivant :

Durée du congé	Durée du régime			
	2 ANS %	3 ANS %	4 ANS %	5 ANS %
3 mois	87,50	91,67	N/A	N/A
4 mois	83,33	88,89	91,67	N/A
5 mois	79,17	86,11	89,58	91,67
6 mois	75,00	83,33	87,50	90,00
7 mois	70,80	80,53	85,40	88,32
8 mois	N/A	77,76	83,33	86,60
9 mois	N/A	75,00	81,25	85,00
10 mois	N/A	72,20	79,15	83,33
11 mois	N/A	N/A	77,07	81,66
12 mois	N/A	N/A	75,00	80,00

Les autres primes sont versées à la personne salariée en conformité avec les dispositions de la convention collective, en autant qu'elle y ait normalement droit, tout comme si elle ne participait pas au régime. Toutefois, durant la période de congé, la personne salariée n'a pas droit à ces primes.

b) Régime de retraite

Aux fins d'application des régimes de retraite, chaque année participée au régime de congé à traitement différé, à l'exclusion des suspensions prévues au présent article, équivaut à une année de service et le salaire moyen est établi sur la base du salaire que la personne salariée aurait reçu si elle n'avait pas participé au régime de congé à traitement différé.

Pendant la durée du régime, la cotisation de la personne salariée au régime de retraite est calculée en fonction du pourcentage du salaire qu'elle reçoit selon l'alinéa a) du paragraphe 34.06.

c) Ancienneté

Durant son congé, la personne salariée conserve et accumule son ancienneté.

d) Vacances annuelles

Durant le congé, la personne salariée est réputée accumuler du service aux fins des vacances annuelles.

Pendant la durée du régime, les vacances annuelles sont rémunérées au pourcentage du salaire prévu à l'alinéa a) du paragraphe 34.06.

Si la durée du congé est d'un (1) an, la personne salariée est réputée avoir pris le quantum annuel des vacances payées auquel elle a droit. Si la durée du congé est inférieure à un (1) an, la personne salariée est réputée avoir pris le quantum annuel de vacances payées auquel elle a droit, au prorata de la durée du congé.

e) Congé de maladie

Durant son congé, la personne salariée est réputée accumuler des jours de congé de maladie.

Pendant la durée du régime, les jours de congé de maladie utilisés ou non sont rémunérés selon le pourcentage prévu à l'alinéa a) du paragraphe 34.06.

f) Assurance salaire

Dans le cas où une invalidité survient pendant la durée du régime de congé à traitement différé, les dispositions suivantes s'appliquent :

1° Si l'invalidité survient au cours du congé, elle est présumée ne pas avoir cours.

À la fin du congé, si la personne salariée est encore invalide, elle reçoit tant qu'elle y est admissible et après avoir épuisé le délai de carence, une prestation d'assurance salaire calculée sur le pourcentage de son salaire tel que prévu à l'alinéa a) du paragraphe 34.06, conformément aux dispositions du paragraphe 23.29. Si la date de cessation du contrat survient au moment où la personne salariée est encore invalide, la pleine prestation d'assurance salaire s'applique.

2° Si l'invalidité survient avant que le congé n'ait été pris, la personne salariée pourra se prévaloir de l'un des choix suivants :

- Elle pourra continuer sa participation au régime. Dans ce cas, elle reçoit, tant qu'elle y est admissible et après avoir épuisé le délai de carence, une prestation d'assurance salaire calculée sur le pourcentage de son salaire tel que prévu à l'alinéa a) du paragraphe 34.06, conformément aux dispositions du paragraphe 23.29.

Dans le cas où la personne salariée est invalide au début de son congé et que la fin de ce congé coïncide avec la fin prévue du régime, elle pourra interrompre sa participation jusqu'à la fin de son invalidité. Durant cette période d'interruption, la personne salariée reçoit, tant qu'elle y est admissible en vertu des dispositions du paragraphe 23.29, une pleine prestation d'assurance salaire et elle devra débiter son congé le jour où cessera son invalidité.

- Elle pourra suspendre sa participation au régime. Dans ce cas, elle reçoit après avoir épuisé le délai de carence, une pleine prestation d'assurance salaire, et ce, tant qu'elle y est admissible en vertu des dispositions du paragraphe 23.29. Au retour, sa participation au régime est prolongée d'une durée équivalente à celle de son invalidité.

Si l'invalidité perdure jusqu'au moment où le congé a été planifié, la personne salariée pourra reporter le congé à un moment où elle ne sera plus invalide.

3° Si l'invalidité survient après le congé, la personne salariée reçoit, tant qu'elle y est admissible et, après avoir épuisé le délai de carence, une prestation d'assurance salaire calculée sur le pourcentage de son salaire tel que prévu à l'alinéa a) du paragraphe 34.06, conformément aux dispositions du paragraphe 23.29. Si la personne salariée est toujours invalide à la fin du régime, elle reçoit sa pleine prestation d'assurance salaire.

4° Dans l'éventualité où la personne salariée est toujours invalide après l'expiration du délai prévu à l'alinéa 6 du paragraphe 12.14, le contrat cesse et les dispositions suivantes s'appliquent :

- Si la personne salariée a déjà pris son congé, les salaires versés en trop ne seront pas exigibles et une (1) année de service aux fins de participation au régime de retraite sera reconnue pour chaque année de participation au régime de congé à traitement différé.

- Si la personne salariée n'a pas déjà pris son congé, les contributions retenues sur son salaire sont remboursées sans intérêt et sans être sujettes à cotisation aux fins du régime de retraite.

5° Nonobstant les 2° et 3° sous-alinéas du présent alinéa, la personne salariée à temps partiel, durant son invalidité, voit sa contribution au régime suspendue et reçoit, après avoir épuisé le délai de carence, une pleine prestation d'assurance salaire tant qu'elle y est admissible en vertu des dispositions du paragraphe 23.29. La personne salariée peut alors se prévaloir de l'un des choix suivants :

- Elle peut suspendre sa participation au régime. Au retour, elle est prolongée d'une durée équivalant à celle de son invalidité.
- Si elle ne désire pas suspendre sa participation au régime, la période d'invalidité est alors considérée comme étant une période de participation au régime aux fins de l'application de l'alinéa q).

Aux fins d'application de l'alinéa f), la personne salariée invalide en raison d'une lésion professionnelle est considérée comme recevant des prestations d'assurance salaire.

g) Congé ou absence sans solde

Pendant la durée du régime, la personne salariée qui est en congé ou en absence sans solde voit sa participation au régime de congé à traitement différé suspendue. Au retour, elle est prolongée d'une durée équivalant à celle du congé ou de l'absence. Dans le cas d'un congé partiel sans solde, la personne salariée reçoit, pour le temps travaillé, le salaire qui lui serait versé si elle ne participait pas au régime.

Cependant, un congé ou une absence sans solde d'un (1) an et plus, à l'exception de celui prévu au paragraphe 22.27, équivaut à un désistement du régime et les dispositions de l'alinéa n) s'appliquent.

h) Congés avec solde

Pendant la durée du régime, les congés avec solde non prévus au présent article, sont rémunérés selon le pourcentage du salaire prévu à l'alinéa a) du paragraphe 34.06.

Les congés avec solde survenant durant la période de congé sont réputés avoir été pris.

i) Congés mobiles en psychiatrie

Durant le congé, la personne salariée est réputée accumuler du service aux fins des congés mobiles en psychiatrie.

Pendant la durée du régime, les congés mobiles en psychiatrie sont rémunérés au pourcentage du salaire prévu à l'alinéa a) du paragraphe 34.06.

Si la durée du congé est d'un (1) an, la personne salariée est réputée avoir pris le quantum annuel de congés mobiles en psychiatrie auquel elle a droit. Si la durée du congé est inférieure à un (1) an, la personne salariée est réputée avoir pris le quantum annuel de congés mobiles en psychiatrie auquel elle a droit, au prorata de la durée du congé.

j) Congé de maternité, de paternité et d'adoption

Dans le cas où le congé de maternité survient pendant la période de contribution, la participation est suspendue. Au retour, elle est prolongée d'un maximum de vingt et une (21) semaines. Durant ce congé de maternité, la prestation est établie sur la base du salaire qui serait versé si la personne salariée ne participait pas au régime.

Dans le cas où le congé de paternité ou d'adoption survient pendant la période de contribution, la participation est prolongée d'un maximum de cinq (5) semaines. Durant ce congé de paternité ou d'adoption, la prestation est établie sur la base du salaire qui serait versé si la personne salariée ne participait pas au régime.

k) Retrait préventif

Pendant la durée du régime, la salariée qui se prévaut d'un retrait préventif voit sa participation au régime de congé à traitement différé suspendue. Au retour, elle est prolongée d'une durée équivalant à celle du retrait préventif.

l) Perfectionnement

Pendant la durée du régime, la personne salariée qui bénéficie d'un congé aux fins de perfectionnement voit sa participation au régime de congé à traitement différé suspendue. Au retour, elle est prolongée d'une durée équivalant à celle de son congé.

m) Mise à pied

Dans le cas où la personne salariée est mise à pied, le contrat cesse à la date de la mise à pied et les dispositions prévues à l'alinéa n) s'appliquent.

Toutefois, la personne salariée ne subit aucune perte de droits au niveau du régime de retraite. Ainsi, une (1) année de service est créditée pour chaque année participée au régime de congé à traitement différé et le salaire non versé est remboursé sans intérêt et sans être sujet à cotisation au régime de retraite.

La personne salariée mise à pied bénéficiant de la sécurité d'emploi, prévue au paragraphe 15.03, continue sa participation au régime de congé à traitement différé tant qu'elle n'est pas remplacée par le service national de main-d'œuvre (SNMO) dans un autre établissement. À partir de cette date, les dispositions prévues aux deux (2) sous-alinéas précédents s'appliquent à cette personne salariée. Toutefois, la personne salariée qui a déjà pris son congé continue sa participation au régime de congé à traitement différé chez l'employeur où elle a été remplacée par le SNMO. La personne salariée qui n'a pas encore pris son congé peut continuer sa participation au régime à la condition que le nouvel employeur accepte les modalités prévues au contrat, ou, à défaut, qu'elle puisse s'entendre avec son nouvel employeur sur une autre date de prise du congé.

n) Bris de contrat pour raison de cessation d'emploi, retraite, désistement ou expiration du délai de sept (7) ans pour la durée du régime ou de six (6) ans pour le début du congé

- I- Si le congé a été pris, la personne salariée devra rembourser, sans intérêt, le salaire reçu au cours du congé proportionnellement à la période qui reste à courir dans le régime par rapport à la période de contribution.

- II- Si le congé n'a pas été pris, la personne salariée sera remboursée d'un montant égal aux contributions retenues sur le salaire jusqu'au moment du bris du contrat (sans intérêt).
- III- Si le congé est en cours, le calcul du montant dû par une partie ou l'autre s'effectue de la façon suivante : le montant reçu par la personne salariée durant le congé moins les montants déjà déduits sur le salaire de la personne salariée en application de son contrat. Si le solde obtenu est négatif, l'employeur rembourse ce solde (sans intérêt) à la personne salariée; si le solde obtenu est positif, la personne salariée rembourse le solde à l'employeur (sans intérêt).

Aux fins du régime de retraite, les droits reconnus seront ceux qui auraient eu cours si la personne salariée n'avait jamais adhéré au régime de congé à traitement différé. Ainsi, si le congé a été pris, les cotisations versées au cours de ce congé sont utilisées pour compenser les cotisations manquantes des années travaillées en vue de restaurer les écarts de pension alors perdus; la personne salariée pourra cependant racheter la période de service perdue selon les mêmes conditions que celles relatives au congé sans solde prévu à la loi sur le régime de retraite en vigueur.

Par ailleurs, si le congé n'a pas été pris, les cotisations manquantes pour reconnaître la totalité des années travaillées sont prélevées à même le remboursement des contributions retenues sur le salaire.

o) Bris de contrat pour raison de décès

Advenant le décès de la personne salariée pendant la durée du régime, le contrat prend fin à la date du décès et les dispositions suivantes s'appliquent :

- si la personne salariée a déjà pris son congé, les contributions retenues sur le salaire ne seront pas exigibles et une (1) année de service aux fins de participation au régime de retraite sera reconnue pour chaque année de participation au régime de congé à traitement différé;
- si la personne salariée n'a pas déjà pris son congé, les contributions retenues sur le salaire sont remboursées sans intérêt et sans être sujettes à cotisation aux fins du régime de retraite.

p) Renvoi

Advenant le renvoi de la personne salariée pendant la durée du régime, le contrat prend fin à la date effective du renvoi. Les conditions prévues à l'alinéa n) s'appliquent.

q) Personne salariée à temps partiel

La personne salariée à temps partiel peut participer au régime de congé à traitement différé. Cependant, elle ne pourra prendre son congé qu'à la dernière année du régime.

De plus, le salaire qu'elle recevra durant le congé sera établi à partir de la moyenne des heures travaillées, à l'exclusion du temps supplémentaire, au cours des années de participation précédant le congé.

Les bénéfices marginaux prévus au paragraphe 7.13 de la convention collective, au paragraphe 4.03 et à l'article 8 de l'annexe I, et aux paragraphes 2.03 de l'annexe O et 2.03 de l'annexe P sont calculés et payés sur la base du pourcentage du salaire prévu à l'alinéa a) du paragraphe 34.06.

r) Changement de statut

La personne salariée qui voit son statut changer durant sa participation au régime de congé à traitement différé pourra se prévaloir de l'un (1) des deux (2) choix suivants :

- I- Elle pourra mettre un terme à son contrat, et ce, aux conditions prévues à l'alinéa n).
- II- Elle pourra continuer sa participation au régime et sera traitée alors comme une personne salariée à temps partiel.

Cependant, la personne salariée à temps complet qui devient une personne salariée à temps partiel après avoir pris son congé est réputée demeurer une personne salariée à temps complet aux fins de détermination de sa contribution au régime de congé à traitement différé.

s) Régimes d'assurance collective

Durant le congé, la personne salariée continue de bénéficier du régime de base d'assurance vie et peut maintenir sa participation aux régimes assurés en payant seule toutes les contributions et primes nécessaires à cet effet, le tout sujet aux clauses et stipulations du contrat d'assurance en vigueur. Cependant et sous réserve des dispositions du paragraphe 23.26, sa participation au régime de base d'assurance maladie est obligatoire et elle doit payer seule toutes les contributions et primes nécessaires à cet effet.

Durant le régime, le salaire assurable est celui prévu à l'alinéa a) du paragraphe 34.06. Cependant, la personne salariée peut maintenir le salaire assurable sur la base du salaire qui serait versé si elle ne participait pas au régime en payant l'excédent des primes applicables.

t) Mutations volontaires

La personne salariée peut poser sa candidature à un poste et l'obtenir conformément aux dispositions de la convention collective à la condition que la durée résiduelle de son congé soit telle qu'elle puisse entrer en fonction dans les trente (30) jours de sa nomination.

ARTICLE 35

CHANGEMENTS TECHNOLOGIQUES

Définition

35.01 Un changement technologique est l'introduction ou l'ajout de machineries, équipements ou appareils, ou leur modification, ayant pour effet d'abolir un ou plusieurs postes ou de modifier de façon significative l'exercice des tâches de la personne salariée ou les connaissances requises à la pratique habituelle du poste.

Avis

35.02 Dans le cas de l'implantation d'un changement technologique ayant pour effet d'abolir un ou plusieurs postes, l'employeur en donne un avis écrit d'au moins quatre (4) mois au syndicat et à la personne salariée.

Dans les autres cas prévus au paragraphe 35.01, cet avis doit être d'au moins trente (30) jours.

35.03 L'avis transmis au syndicat comprend les informations suivantes :

- a) la nature du changement technologique;
- b) le calendrier d'implantation prévu;
- c) l'identification des postes ou des titres d'emploi touchés par le changement ainsi que les effets prévisibles sur l'organisation du travail;
- d) les principales caractéristiques techniques des nouvelles machineries, équipements ou appareils, ou des modifications projetées, lorsque disponibles;
- e) tout autre renseignement pertinent relatif à ce changement.

Rencontre

35.04 Dans le cas de changement technologique ayant pour effet d'abolir un ou plusieurs postes, les parties se rencontrent au plus tard dans les trente (30) jours suivant la réception de l'avis par le syndicat et, par la suite, à tout autre moment convenu entre elles pour discuter des moyens prévus en vue de réaliser l'implantation du changement, des effets prévisibles sur l'organisation du travail et des alternatives susceptibles d'en réduire l'impact sur les personnes salariées.

Dans le cas de changement technologique nécessitant la mise à jour d'une ou plusieurs personnes salariées, l'employeur rencontre le syndicat, à sa demande, pour lui indiquer les modalités de cette mise à jour.

Recyclage

35.05 La personne salariée visée par le paragraphe 15.03 effectivement mise à pied suite à l'implantation d'un changement technologique est admissible au recyclage selon les dispositions prévues à l'article 15.

ARTICLE 36

COMITE PARITAIRE LOCAL INTERSYNDICAL EN ORGANISATION DU TRAVAIL

Les parties locales forment un comité paritaire intersyndical en organisation du travail.

MANDATS DU COMITÉ

Le comité a pour mandats :

- de prendre connaissance des projets d'organisation du travail en ayant accès à toute l'information pertinente;
- de partager les préoccupations des membres du comité en lien avec ces projets;
- d'étudier les moyens susceptibles d'en diminuer les difficultés.

Les parties locales conviennent des projets qui seront abordés par le comité.

COMPOSITION ET FONCTIONNEMENT DU COMITÉ

Seuls les syndicats représentant les personnes salariées concernées par un projet seront présents lors d'une rencontre visant ce projet.

La composition, le rôle et le fonctionnement sont déterminés par arrangement local.

ARTICLE 37

DÉPLACEMENTS VOLONTAIRES

37.01 Le déplacement volontaire temporaire de la personne salariée hors de son port d'attache, tel que prévu au présent article, est assujéti aux dispositions locales et nationales de la convention collective de son établissement d'origine. Celle-ci continue ainsi de bénéficier de l'ensemble des conditions de travail et de la rémunération qui lui est applicable.

37.02 Déplacement intra-établissement

La personne salariée qui accepte d'être déplacée temporairement dans l'une des installations de l'employeur située à vingt (20) kilomètres et plus, mais à moins de cent (100) kilomètres de son port d'attache, a droit à un montant forfaitaire de cinquante dollars (50 \$) par jour travaillé dans l'installation où elle est déplacée, en plus des allocations de déplacement prévues à la convention collective.

Lorsque l'installation n'est pas accessible par voie routière, le montant forfaitaire prévu à l'alinéa précédent s'applique même si elle est située à moins de vingt (20) kilomètres.

Lorsque l'installation est située à cent (100) kilomètres et plus de son port d'attache, le montant forfaitaire prévu aux alinéas précédents est augmenté à cent dollars (100 \$).

37.03 Déplacement inter établissement

La personne salariée qui accepte d'être déplacée temporairement dans une des installations d'un autre établissement située à moins de cent (100) kilomètres de son port d'attache, a droit à un montant forfaitaire de cinquante dollars (50 \$) par jour travaillé dans l'établissement où elle est déplacée, en plus des allocations de déplacement prévues à la convention collective.

Lorsque l'installation est située à cent (100) kilomètres et plus de son port d'attache, le montant forfaitaire prévu à l'alinéa précédent est augmenté à cent dollars (100 \$).

Autres modalités

37.04 La personne salariée visée par de tels déplacements ne peut recevoir, quotidiennement, plus d'un montant forfaitaire prévu au présent article.

37.05 Les montants forfaitaires prévus au présent article sont non cotisables et non admissibles au régime de retraite.

37.06 Aux fins d'application du présent article, la distance kilométrique entre le port d'attache et l'installation est calculée en fonction de la distance nécessaire et qui doit être effectivement parcourue par la personne salariée le cas échéant, lors de l'exercice de ses fonctions.

ARTICLE 38

DURÉE ET RÉTROACTIVITÉ DES DISPOSITIONS NATIONALES DE LA CONVENTION COLLECTIVE

38.01 Sous réserve des paragraphes 38.04 et 38.05, les présentes dispositions nationales de la convention collective prennent effet à compter du 16 juin 2024 et demeurent en vigueur jusqu'au 31 mars 2028.

38.02 Sous réserve des paragraphes 38.03, 38.04 et 38.05, les dispositions prévues à la convention collective précédente continuent de s'appliquer jusqu'à la date d'entrée en vigueur de la présente convention collective.

38.03 Les dispositions suivantes de la convention collective 2021-2023 qui sont venues à échéance le 30 mars 2023 ou le 30 septembre 2023, selon le cas, sont prolongées jusqu'au 15 juin 2024 :

- 1- la lettre d'entente relative à la personne salariée œuvrant auprès de la clientèle présentant des troubles graves de comportement (lettre d'entente no 6)¹;
- 2- la lettre d'entente relative à la personne salariée de la catégorie des techniciens et des professionnels de la santé et des services sociaux œuvrant auprès d'une clientèle en centre d'hébergement et de soins de longue durée, en maison des aînés et en maison alternative (lettre d'entente no 1)² ;
- 3- la lettre d'entente relative à la personne salariée du titre d'emploi de psychologue (lettre d'entente no 24)³;
- 4- la prime versée à certains titres d'emploi d'ouvriers spécialisés prévue à la lettre d'entente no 34³;
- 5- les primes d'attraction et de rétention pour la personne salariée de la catégorie de personnel en soins infirmiers et cardio-respiratoires détentrice d'un poste à temps complet sur un quart de soir, de nuit ou de rotation, prévues à la section V de la lettre d'entente no 20;
- 6- la lettre d'entente relative aux secrétaires médicales du secteur de la santé et des services sociaux (lettre d'entente no 49).

38.04 À compter du 1^{er} avril 2023 :

Les dispositions concernant les taux et échelles de salaire prennent effet, y compris l'indemnité de sécurité d'emploi, la prestation d'assurance salaire incluant celle versée par la Commission des normes, de l'équité, de la santé et de la sécurité du travail et/ou par la Société d'assurance automobile du

¹ Nonobstant le 5^e alinéa du premier article de la lettre d'entente no 6 de la convention collective 2020-2023, le montant forfaitaire est versé au prorata des heures cumulées à la date d'entrée en vigueur de présente la convention collective.

² Les parties conviennent qu'il n'y a pas d'interruption dans l'accumulation des heures effectivement travaillées aux fins du versement du montant forfaitaire entre le 30 septembre 2023 et l'entrée en vigueur de la convention collective et aux fins de l'application du paragraphe 9.13 de la présente convention collective.

³ Malgré la date du 15 juin 2024 prévue au présent paragraphe, cette disposition est prolongée jusqu'au 8 juin 2024.

Québec ainsi que les jours de maladie payables au 15 décembre de chaque année, les indemnités prévues aux droits parentaux, la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E et à l'article 2 de l'annexe H et les dispositions relatives aux personnes salariées hors taux ou hors échelle;

Les primes, les compensations monétaires et les suppléments exprimés en pourcentage, ainsi que le temps supplémentaire et les allocations de l'article 19, de la convention collective 2021-2023, prolongés par le paragraphe 38.02, sont appliqués aux taux et échelles de salaire, conformément au premier alinéa du présent paragraphe;

La majoration applicable aux primes et suppléments de la convention collective 2021-2023, prolongés par le paragraphe 38.02, excluant la prime d'ancienneté et les primes, les compensations monétaires et les suppléments exprimés en pourcentage de l'alinéa précédent, sont appliquées telles que décrites au paragraphe 7.31;

Le montant forfaitaire de la lettre d'entente no 48 de la convention collective 2021-2023, prolongé par le paragraphe 38.02, est obtenu à partir des taux et échelle de salaire, conformément au premier sous-alinéa du présent paragraphe.

Personnes salariées à temps partiel

Pour les personnes salariées à temps partiel, les montants de rétroactivité découlant de l'application du présent paragraphe incluent le réajustement de la rémunération pour les congés de maladie, les congés annuels et les congés fériés ainsi que ceux tenant lieu de congé mobile selon les taux de pourcentage prévus à la convention collective. Ce réajustement est calculé sur la portion des montants de rétroactivité qui est due au réajustement des taux et échelles de salaire.

38.05 Les dispositions suivantes prennent effet à compter du :

1. 1^{er} janvier 2021 :
 - l'application des pourcentages de la majoration de salaire prévue à la lettre d'entente no 37 relative aux secrétaires juridiques du secteur de la santé et des services sociaux;
 - le montant forfaitaire prévu à l'article 1 de la lettre d'entente no 39 relative aux agents administratifs ou aux agentes administratives, classe 2 – secteurs secrétariat et administration. L'application du montant forfaitaire prévue à cette lettre d'entente de la convention collective 2024-2028 se termine à la veille de l'entrée en vigueur de la présente convention collective ;
2. 1^{er} mai 2023 : la rémunération du congé annuel prévu au paragraphe 7.13 pour la personne salariée à temps partiel, pour prise effective à compter du 1^{er} mai 2024;
3. 1^{er} avril 2024 : la contribution de l'employeur au régime de base d'assurance maladie prévue au paragraphe 23.23;
4. 30 avril 2024 : l'acquisition du quantum de congé annuel prévu au 2^e alinéa du paragraphe 21.02 pour prise effective à compter du 1^{er} mai 2024.

5. 9 juin 2024 :

- la prime prévue à la lettre d'entente no 34 relative à la prime d'attraction et de rétention visant à contrer la pénurie versée à certains titres d'emploi d'ouvriers spécialisés;
- la lettre d'entente no 24 relative à la personne salariée du titre d'emploi de psychologue.

38.06 Nonobstant le 3^e alinéa du paragraphe 9.14 de la convention collective 2021-2023, le montant forfaitaire est versé au prorata des heures cumulées à la date d'entrée en vigueur de la présente la convention collective.

38.07 Les dispositions suivantes de la présente convention collective demeurent applicables aux personnes salariées du regroupement des titres d'emploi d'agent ou d'agente d'intervention jusqu'au moment de l'intégration de celles-ci dans les nouveaux titres d'emploi d'intervenant spécialisé ou intervenante spécialisée en pacification et en sécurité, d'intervenant spécialisé ou intervenante spécialisée en pacification et en sécurité chef d'équipe :

- Paragraphe 9.15 (prime de soins critiques);
- Paragraphe 9.16 (prime spécifique de soins critiques);
- Annexe W (Repas fournis aux personnes salariées de certains titres d'emploi);
- Lettre d'entente no 6 (Relative à la personne salariée œuvrant auprès de la clientèle présentant des troubles graves de comportement).

38.08 Le versement du salaire sur la base des échelles et le versement des primes et suppléments prévus à la convention collective n'ayant fait l'objet d'aucune modification par rapport à la convention collective 2021-2023, à l'exception de la majoration de leur taux, débutent au plus tard dans les quarante-cinq (45) jours de la signature des dispositions de la convention collective.

38.09 Le versement des autres primes et suppléments prévus à la convention collective débute au plus tard dans les cent vingt (120) jours de la signature des dispositions de la convention collective. Les montants de rétroactivité qui en découlent sont versés au plus tard cent vingt (120) jours de la signature de la convention collective.

38.10 Sous réserve des dispositions du paragraphe 38.11, les montants de la rétroactivité découlant de l'application du paragraphe 38.03 à 38.06 sont payables au plus tard dans les quatre-vingt-dix (90) jours de la signature des dispositions de la convention collective.

Les montants de rétroactivité sont payables par versement distinct accompagné d'un document expliquant le détail des calculs effectués.

38.11 La personne salariée dont l'emploi a pris fin entre le 1^{er} avril 2023 et le paiement de la rétroactivité doit faire sa demande de paiement pour salaire dû dans les quatre (4) mois de la réception de la liste prévue au paragraphe 38.12³. En cas de décès de la personne salariée, la demande peut être faite par les ayants droit.

3. Pour la personne salariée visée par la lettre d'entente no 37 relative aux secrétaires juridiques du secteur de la santé et des services sociaux, la date du 1^{er} avril 2023 est remplacée par le 1^{er} janvier 2021.

38.12 Dans les trois (3) mois de la date d'entrée en vigueur de la convention collective, l'employeur fournit au syndicat la liste de toutes les personnes salariées ayant quitté leur emploi depuis le 1^{er} avril 2023 ainsi que leur dernière adresse connue.

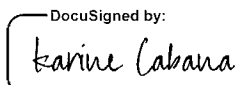
38.13 Les lettres d'entente et les annexes apparaissant à la convention collective en font partie intégrante.

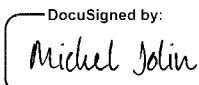
38.14 Les réclamations en vertu des paragraphes 38.04 et 38.05 alinéas 1 et 2 peuvent être accordées rétroactivement, respectivement aux dates prévues à ces paragraphes.

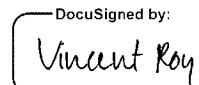
38.15 La convention collective est réputée demeurer en vigueur jusqu'à la date d'entrée en vigueur d'une nouvelle convention collective.

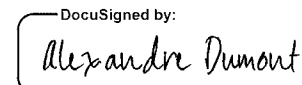
En foi de quoi les parties nationales ont signé ce _____^e jour du mois de juin 2024.

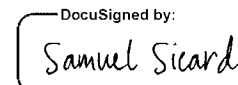
**LE SYNDICAT CANADIEN DE LA FONCTION
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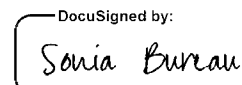
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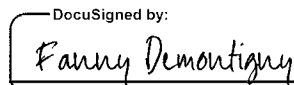
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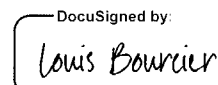
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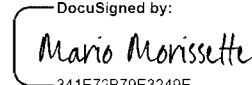
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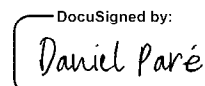
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Présidente

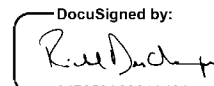
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Directeur général

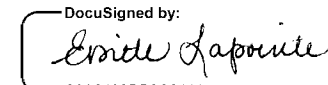
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**LE MINISTÈRE DE LA SANTÉ ET DES
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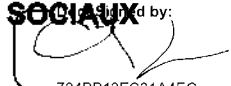
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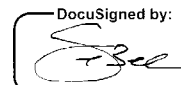
LE SECRÉTARIAT DU CONSEIL DU TRÉSOR

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Négociatrice en chef

**LE MINISTRE DE LA SANTÉ ET DES SERVICES
SOCIAUX**

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LA PRÉSIDENTE DU CONSEIL DU TRÉSOR

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PARTIE II

ANNEXES

ANNEXE A

CONDITIONS PARTICULIÈRES AUX TECHNICIENNES OU TECHNICIENS EN TRAVAIL SOCIAL

ARTICLE 1 CHAMP D'APPLICATION

1.01 Les dispositions de la convention collective de travail s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente annexe, aux techniciennes ou techniciens en travail social (TTS) qui sont des personnes salariées au sens du paragraphe 1.01 de la convention collective.

ARTICLE 2 INTÉGRATION DANS L'ÉCHELLE DE SALAIRE

2.01 La ou le TTS reçoit dans son titre d'emploi le salaire de l'échelon correspondant au nombre de ses années d'expérience dans un même titre d'emploi ou un titre d'emploi comparable et, le cas échéant, en tenant compte de l'expérience valable acquise dans un autre titre d'emploi.

2.02 Nonobstant le paragraphe précédent, les personnes salariées actuellement au service de l'employeur et celles embauchées par la suite, ne peuvent se voir créditer, aux fins de classement dans leur échelle de salaire, l'expérience acquise au cours de l'année 1983.

2.03 Les TTS sont assurés du maintien, à titre de droit acquis, des années d'expérience déjà reconnues par l'employeur. Ainsi, les années d'expérience déjà reconnues à une personne salariée ne peuvent être remises en cause pour quelque motif que ce soit.

2.04 Les dispositions prévues à l'annexe H (Reconnaissance de scolarité additionnelle) s'appliquent aux personnes salariées visées par la présente annexe.

2.05 Les TTS à l'emploi de l'établissement qui complètent et réussissent trente (30) crédits du cours conduisant à l'obtention d'un diplôme universitaire en service social obtiennent deux (2) échelons supplémentaires, dans l'échelle TTS, et ce, selon les dispositions prévues à l'annexe H.

Avancement dans les échelles de salaire

2.06 Si le nombre d'échelons de l'échelle de salaire le permet, à chaque fois qu'une personne salariée complète une (1) année de service dans son titre d'emploi, elle est portée à l'échelon supérieur à celui qu'elle détient.

Aux fins d'application de l'alinéa précédent, la personne salariée à temps partiel complète une (1) année de service lorsqu'elle a accumulé l'équivalent de :

- deux cent vingt-cinq (225) jours de travail si elle a droit à vingt (20) jours de congé annuel;
- deux cent vingt-quatre (224) jours de travail si elle a droit à vingt et un (21) jours de congé annuel;
- deux cent vingt-trois (223) jours de travail si elle a droit à vingt-deux (22) jours de congé annuel;
- deux cent vingt-deux (222) jours de travail si elle a droit à vingt-trois (23) jours de congé annuel;
- deux cent vingt et un (221) jours de travail si elle a droit à vingt-quatre (24) jours de congé annuel;
- deux cent vingt (220) jours de travail si elle a droit à vingt-cinq (25) jours de congé annuel.

Toutefois, l'année ou fraction d'année d'expérience acquise au cours de l'année 1983 n'est pas créditée dans la détermination de la date d'avancement d'échelon de la personne salariée.

ARTICLE 3 PÉRIODE DE PROBATION

Toute nouvelle technicienne ou technicien en travail social est soumis à une période de probation.

Durant cette période, elle a droit à tous les avantages de la convention collective. Cependant, en cas de congédiement, elle ou il n'a pas droit à la procédure de griefs.

ANNEXE B

CONDITIONS PARTICULIÈRES AUX PERSONNES SALARIÉES DE CENTRES DE RÉADAPTATION OFFRANT DES SERVICES D'ADAPTATION AUX HABITUDES DE TRAVAIL

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente convention collective s'appliquent à la personne salariée travaillant en centre de réadaptation offrant des services d'adaptation aux habitudes de travail, dans la mesure où elles ne sont pas autrement modifiées par les dispositions de la présente annexe.

ARTICLE 2 DISPOSITIONS GÉNÉRALES

Il est entendu qu'à des fins thérapeutiques, de réadaptation et de réinsertion, les personnes bénéficiaires sont appelées, dans une programmation variée, à effectuer des activités de travail en vue de les orienter vers un centre de travail adapté ou sur le marché régulier du travail.

Aucune personne salariée ne peut être mise à pied ou supplantée directement ou indirectement si du travail normalement exécuté par des personnes salariées est effectué par des personnes bénéficiaires.

ARTICLE 3 EMPLOI PARATECHNIQUE

Instructeur ou instructrice

Personne qui met en application des programmes d'activités ou d'apprentissage dans les champs d'activités soit des métiers spécialisés, soit d'autres métiers prévus à la présente convention, à l'exception des métiers artisanaux ou d'occupation thérapeutique ou de technique comparable, dans le but de favoriser le développement et la réadaptation des bénéficiaires.

Fournit les observations demandées concernant le comportement et les attitudes des bénéficiaires.

En plus du salaire prévu à leur titre d'emploi, les instructeurs ou instructrices reçoivent le supplément hebdomadaire (prime d'instructeur ou instructrice) suivant :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
86,96	89,39	91,71	94,00	97,29

ANNEXE C

CONDITIONS PARTICULIÈRES À L'INFIRMIÈRE OU INFIRMIER AUXILIAIRE

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente convention s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente annexe, aux infirmières ou infirmiers auxiliaires qui exercent leur profession et qui sont des personnes salariées au sens du paragraphe 1.01 de la convention collective.

ARTICLE 2 PERSONNES SALARIÉES VISÉES

Les dispositions de la présente annexe s'appliquent également aux puéricultrices/garde-bébés.

ARTICLE 3 PRIME DE PERFECTIONNEMENT

La personne salariée qui a complété avec succès le cours de technicienne ou technicien en salle d'opération, d'une durée de six (6) mois, reçoit, en plus de son salaire, une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
9,02	9,27	9,51	9,75	10,09

ARTICLE 4 FORMATION POST-SCOLAIRE

4.01 Chaque programme d'études postsecondaire en soins infirmiers reconnu d'une valeur égale ou supérieure à quinze (15) unités (crédits) et inférieure à trente (30) unités (crédits) équivaut à une (1) année de service aux fins d'avancement d'échelons dans l'échelle de salaire ou, le cas échéant, à une rémunération additionnelle de 1,5 % du salaire prévu au dernier échelon de l'échelle de salaire.

Cette disposition ne s'applique pas pour les activités visées par l'article 13 « Budgets consacrés au développement des ressources humaines et au développement de la pratique professionnelle ».

4.02 Chaque programme d'études postsecondaire en soins infirmiers reconnu d'une valeur de trente (30) unités (crédits) équivaut à deux (2) années de service aux fins d'avancement d'échelons dans l'échelle de salaire ou, le cas échéant, à une rémunération additionnelle de 3 % du salaire prévu au dernier échelon de l'échelle de salaire.

4.03 Cependant, pour bénéficier de l'avancement d'échelon dans l'échelle de salaire prévue aux paragraphes 4.01 et 4.02, l'infirmière ou infirmier auxiliaire doit travailler dans sa spécialité. Pour bénéficier de la rémunération additionnelle, la formation postsecondaire doit être requise par l'employeur. Si elle ou il utilise plusieurs programmes d'études postsecondaires dans la spécialité où elle ou il travaille, elle ou il se voit reconnaître une (1) ou deux (2) années de service aux fins d'avancement d'échelons pour chaque programme selon le cas qui s'applique jusqu'à un maximum de quatre (4) années de service pour l'ensemble des programmes ou, le cas échéant, une rémunération additionnelle d'au plus 6 % du salaire prévu au dernier échelon de l'échelle de salaire.

4.04 L'infirmière ou infirmier auxiliaire qui a bénéficié d'avancement d'échelons pour la formation postscolaire reçoit la rémunération additionnelle pour ladite formation postscolaire lorsqu'elle ou il a complété une (1) année et plus d'expérience au dernier échelon de son échelle de salaire et que cette dite formation postscolaire est requise par l'employeur selon les dispositions du paragraphe 4.05.

Lorsqu'une infirmière ou un infirmier auxiliaire qui occupe un poste pour lequel une formation postscolaire est requise, ne peut bénéficier de la totalité des années de service aux fins d'avancement d'échelons auxquelles elle ou il a droit pour sa formation postscolaire parce qu'elle ou il se situe au dernier échelon de son échelle de salaire en raison du cumul de son expérience et de sa formation postscolaire, cette infirmière ou cet infirmier auxiliaire reçoit, pour chaque échelon qui ne lui est plus accessible, une rémunération additionnelle équivalant à 1,5 % du salaire prévu au maximum de son échelle de salaire, et ce, jusqu'à ce que cette rémunération additionnelle corresponde à la totalité des échelons auxquels elle ou il a droit pour sa formation postscolaire, sans toutefois excéder 6 %.

L'infirmière ou infirmier auxiliaire qui se situe au dernier échelon uniquement à cause de son expérience bénéficie de la rémunération additionnelle pour sa formation postscolaire lorsque celle-ci est requise par l'employeur selon les dispositions du paragraphe 4.05.

4.05 Dans les six (6) mois de l'entrée en vigueur de la convention collective, l'employeur détermine, par service et par titre d'emploi, la liste des programmes d'études postsecondaires réputés requis qui donnent accès à la rémunération additionnelle.

4.06 Les programmes d'études reconnus par le ministère de l'Éducation et de l'Enseignement supérieur sont reconnus aux fins d'application du présent article.

ARTICLE 5 PRIVILÈGES ACQUIS

5.01 La personne salariée bénéficiant d'une prime de responsabilité le 14 mai 2006, continue de recevoir cette prime, en autant qu'elle continue à exercer les fonctions qui lui ont valu cette prime.

ARTICLE 6 DISPOSITIONS SPÉCIALES

Candidat à l'exercice de la profession d'infirmier auxiliaire ou candidate à l'exercice de la profession d'infirmière auxiliaire

6.01 Cette personne salariée bénéficie de toutes les dispositions de la convention collective et de l'annexe dans la mesure où elles ne sont pas autrement modifiées par le présent article.

6.02 Sur réception de son permis d'exercice à la suite du premier examen ou d'une reprise, l'employeur paie au candidat à l'exercice de la profession d'infirmier auxiliaire ou à la candidate à l'exercice de la profession d'infirmière auxiliaire le salaire d'infirmier auxiliaire ou d'infirmière auxiliaire rétroactivement à la date de ses examens réussis dans la mesure où il ou elle a travaillé après cette date.

ANNEXE D

CONDITIONS PARTICULIÈRES AUX ÉDUCATRICES OU ÉDUCATEURS

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente convention collective s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente annexe, aux éducatrices ou éducateurs qui sont des personnes salariées au sens du paragraphe 1.01 de la convention collective.

ARTICLE 2 DISPOSITIONS RELATIVES À LA RÉMUNÉRATION

Les dispositions suivantes s'ajoutent à l'article 7.

2.01 Lorsque l'éducatrice ou éducateur accède à une classe supérieure, elle ou il est situé dans cette nouvelle classe selon ses années d'expérience et, en aucun temps, elle ou il ne peut subir de diminution de salaire.

2.02 Les éducatrices ou éducateurs au service de l'employeur, pour le cours de concentration menant au certificat d'études collégiales (éducation spécialisée), sont admissibles à la classe II si elles ou ils ont complété et réussi cinquante pour cent (50 %) des cours.

ARTICLE 3 PÉRIODE DE PROBATION

Toute nouvelle éducatrice ou éducateur est soumis à une période de probation. L'éducatrice ou éducateur en période de probation a droit à tous les avantages de la convention collective; en cas de congédiement, elle ou il n'a pas droit à la procédure de griefs.

ARTICLE 4 PRIME D'ENCOURAGEMENT À L'ÉTUDE

4.01 L'éducatrice ou éducateur à temps complet, à l'emploi de l'établissement à la date d'entrée en vigueur de la convention collective, reçoit, après avoir complété et réussi quinze (15) unités du programme en rééducation institutionnelle ou en éducation spécialisée (cours du CEGEP), une prime d'encouragement à l'étude de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
618,00	635,00	652,00	668,00	691,00

4.02 Toutefois, l'éducatrice ou éducateur qui, après avoir terminé quinze (15) unités, passe à une classe de salaire supérieure, ne peut bénéficier de cette prime.

4.03 Les équivalences ou les exemptions accordées par le CEGEP ne sont pas acceptées aux fins de cet article.

4.04 Cette prime d'encouragement n'est versée qu'une (1) seule fois pour les mêmes crédits et ne peut être réclamée par l'éducatrice ou éducateur qui a obtenu une bourse d'étude accordée à même le

budget consacré au développement des ressources humaines ou lorsque ces cours sont suivis durant les heures de travail sans perte de salaire pour la personne salariée concernée.

ARTICLE 5 PERFECTIONNEMENT

Les dispositions prévues aux articles 2 et 3 de l'annexe H (Reconnaissance de scolarité additionnelle) s'appliquent à toutes les personnes salariées détenant le titre d'emploi « éducatrice ou éducateur ».

L'éducatrice ou éducateur qui a complété et réussi trente (30) crédits du programme d'études conduisant à l'obtention d'un diplôme universitaire en psychoéducation ou en enfance inadaptée se voit reconnaître deux (2) années de service aux fins d'avancement d'échelons dans son échelle de salaire, et ce, selon les dispositions prévues à l'annexe H.

Aux fins d'application du paragraphe 2.06 de l'annexe H, toute formation reliée aux fonctions de l'éducatrice ou éducateur est réputée requise.

ARTICLE 6 RESPONSABLE D'UNITÉ DE VIE ET/OU DE RÉADAPTATION

6.01 Le libellé et l'échelle de salaire de ce titre d'emploi apparaît à la « Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux ».

6.02 Disponibilité

Pour assurer la marche harmonieuse de son unité de vie, la présence de la personne salariée responsable de l'unité de vie et/ou de réadaptation est requise, entre autres circonstances, en sus de l'horaire de travail établi, à l'exception du remplacement d'un éducatrice ou éducateur absent(e) :

- 1- pour les départs et les retours de congés et des vacances des bénéficiaires;
- 2- pour assister la personne suppléante ou une nouvelle éducatrice ou un nouvel éducateur de son équipe;
- 3- lorsqu'une ou quelques personnes bénéficiaires causent des difficultés majeures.

6.03 Rémunération

L'échelle de salaire de la personne salariée responsable d'unité de vie et/ou de réadaptation est établie en considération du temps supplémentaire fait pour des tâches pour lesquelles la personne salariée est en disponibilité conformément aux dispositions prévues au paragraphe 6.02 de la présente annexe. Par conséquent, la personne salariée ou le Syndicat ne pourra réclamer le paiement ou la remise en temps du temps supplémentaire effectué pour ces tâches.

ARTICLE 7 TECHNICIENNE OU TECHNICIEN D'INTERVENTION EN LOISIR

Les dispositions de la présente annexe s'appliquent à la technicienne ou technicien d'intervention en loisir à l'exception de l'article 2, du 3^e alinéa de l'article 5 et de l'article 6.

ANNEXE E

CONDITIONS PARTICULIÈRES À L'INFIRMIÈRE OU INFIRMIER

ARTICLE 1 CHAMP D'APPLICATION

1.01 Les dispositions de la présente convention s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente annexe, à l'infirmière ou infirmier qui exerce sa profession et qui est une personne salariée au sens du paragraphe 1.01 de la convention collective.

1.02 De plus, si l'établissement exige qu'un poste soit occupé par un infirmière ou infirmier, cette infirmière ou infirmier est couvert par la présente annexe.

ARTICLE 2 DISPOSITIONS PARTICULIÈRES

Candidate ou candidat à l'exercice de la profession d'infirmière ou infirmier

2.01 Cette personne bénéficie de toutes les dispositions de la convention et de l'annexe dans la mesure où elles ne sont pas autrement modifiées par le présent article.

2.02 Sur réception de son permis d'exercice, à la suite du premier examen ou d'une reprise, l'employeur paie à la candidate ou candidat à l'exercice de la profession d'infirmière ou infirmier le salaire de l'infirmière ou infirmier, rétroactivement à la date de ses examens réussis, dans la mesure où elle ou il a travaillé après cette date.

Infirmière ou infirmier en stage d'actualisation

2.03 Cette infirmière ou infirmier ne peut assumer la charge d'une unité de soins infirmiers. Elle ou il doit travailler sous la surveillance d'une infirmière ou infirmier.

2.04 Les modalités du stage d'actualisation sont communiquées par écrit à l'infirmière ou infirmier et au syndicat dès l'embauchage de l'infirmière ou infirmier.

ARTICLE 3 CLASSEMENT DANS L'ÉCHELLE

3.01 L'infirmière ou infirmier couvert par la présente annexe est classé dans l'échelle de salaire, selon son expérience antérieure et, s'il y a lieu, sa formation postsecondaire, lesquelles sont établies de la façon prévue aux articles 5 et 6.

3.02 Lors de l'embauchage, l'employeur doit exiger de l'infirmière ou infirmier une attestation écrite de son expérience acquise et/ou de sa formation postsecondaire, attestation que l'infirmière ou infirmier obtient de l'employeur où cette expérience a été acquise et/ou de l'institution d'enseignement qui a dispensé la formation postsecondaire.

À défaut d'exiger de telles attestations, l'employeur ne peut lui opposer de délai de prescription.

S'il est impossible à l'infirmière ou infirmier de remettre une preuve écrite de son expérience, elle ou il peut, après avoir démontré telle impossibilité, fournir la preuve de son expérience en déclarant sous serment tous les détails pertinents quant au nom de l'employeur, aux dates de son travail et au genre de travail.

ARTICLE 4 AVANCEMENT DANS LES ÉCHELLES DE SALAIRE

Le présent article remplace le paragraphe 7.21 (Avancement dans les échelles de salaire) de la convention collective.

Si le nombre d'échelons de l'échelle de salaire le permet, à chaque fois qu'une personne salariée complète une (1) année de service dans son titre d'emploi, elle est portée à l'échelon supérieur à celui qu'elle détient.

Toutefois, la durée de séjour à un échelon pour la personne salariée dont le rangement est de dix-neuf (19) ou plus est de six (6) mois de service dans les échelons un (1) à huit (8) et d'une (1) année de service dans les échelons neuf (9) à dix-huit (18).

Aux fins d'application des alinéas précédents, la personne salariée à temps partiel complète une (1) année d'expérience lorsqu'elle a accumulé l'équivalent du nombre de jours de travail apparaissant au tableau ci-dessous en fonction du nombre de jours de vacances dont elle bénéficie.

Nombre de jours ouvrables de congé annuel	Nombre de jours de travail requis
20	225
21	224
22	223
23	222
24	221
25	220

Les journées de libérations syndicales de la personne salariée à temps partiel, à l'exclusion de celles prévues aux paragraphes 6.06 à 6.08 de la convention collective, sont considérées comme des jours de travail aux fins d'avancement dans l'échelle de salaire.

Aux fins d'avancement dans l'échelle de salaire, la personne salariée à temps partiel se voit reconnaître pour un même titre d'emploi les jours travaillés depuis le 1^{er} janvier 1990 dans un autre établissement du réseau. Elle peut demander à chacun de ses employeurs, une (1) fois par année civile, une attestation écrite des jours travaillés. La personne salariée se voit reconnaître, à compter de la date de remise de l'attestation, l'expérience acquise aux fins d'avancement dans l'échelle de salaire.

Une personne salariée ne peut se voir créditer plus d'une (1) année d'expérience par période de douze (12) mois de calendrier.

Toutefois, l'année ou fraction d'année de service acquise de même que les jours de travail accumulés au cours de l'année 1983 ne sont pas crédités dans la détermination de la date d'avancement d'échelon de la personne salariée.

ARTICLE 5 EXPÉRIENCE ANTÉRIEURE

Les paragraphes qui suivent remplacent l'article 17 (Années d'expérience antérieure) de la convention collective.

5.01 Une année d'expérience équivaut à une (1) année de service aux fins de classement dans l'échelle de salaire, le tout en conformité avec les règles applicables à l'avancement dans les échelles de salaire. Cette expérience doit être acquise de la façon suivante :

5.02 L'infirmière ou infirmier a droit, quant au salaire seulement, d'être classé selon la durée de travail antérieur, à la condition toutefois qu'elle ou qu'il n'ait pas quitté le secteur de la santé et des services sociaux ou un autre travail en qualité d'infirmière ou infirmier depuis plus de dix (10) ans.

5.03 Si l'infirmière ou infirmier a quitté le secteur de la santé et des services sociaux ou un autre travail depuis plus de cinq (5) ans et moins de dix (10) ans, au terme de sa période de probation, elle ou il est classé conformément aux dispositions du paragraphe 5.02. Toutefois, l'infirmière ou infirmier ne peut obtenir plus que l'avant-dernier échelon de l'échelle de salaire.

Si elle ou il a quitté le secteur de la santé et des services sociaux ou un autre travail en qualité d'infirmière ou infirmier depuis plus de dix (10) ans, l'employeur, après la période de probation, tient compte de l'expérience valable dans le reclassement de l'infirmière ou infirmier.

5.04 Le calcul de l'expérience de l'infirmière ou infirmier qui travaille à temps partiel s'effectue de la façon suivante : chaque jour de travail équivaut à 1/225^e d'année d'expérience si elle ou il a droit à vingt (20) jours de congé annuel, à 1/224^e d'année d'expérience si elle ou il a droit à vingt et un (21) jours de congé annuel, à 1/223^e d'année d'expérience si elle ou il a droit à vingt-deux (22) jours de congé annuel, à 1/222^e d'année d'expérience si elle ou il a droit à vingt-trois (23) jours de congé annuel, à 1/221^e d'année d'expérience si elle ou il a droit à vingt-quatre (24) jours de congé annuel et à 1/220^e d'année d'expérience si elle ou il a droit à vingt-cinq (25) jours de congé annuel.

5.05 Nonobstant les paragraphes 5.01, 5.02, 5.03 et 5.04, l'infirmière ou infirmier actuellement au service de l'employeur et celle ou celui embauché par la suite ne peuvent se voir créditer aux fins de classement dans l'échelle de salaire, l'expérience acquise au cours de l'année 1983.

5.06 Au départ de l'infirmière ou infirmier, l'employeur lui remet une attestation de l'expérience acquise à son service.

5.07 L'infirmière ou infirmier auxiliaire, la puéricultrice/garde-bébés devenu infirmière ou infirmier reçoit, dans son nouveau titre d'emploi, le salaire prévu à l'échelle de ce titre d'emploi immédiatement supérieur à celui qu'elle ou qu'il recevait dans le titre d'emploi qu'elle ou qu'il quitte.

Elle ou il est alors réputé posséder comme infirmière ou infirmier le nombre d'années d'expérience correspondant à sa situation dans l'échelle de salaire de l'infirmière ou infirmier.

ARTICLE 6 FORMATION POSTSCOLAIRE

6.01 Chaque programme d'études postscolaire en soins infirmiers reconnu d'une valeur égale ou supérieure à quinze (15) unités (crédits) et inférieure à trente (30) unités (crédits) équivaut à une (1) année de service aux fins d'avancement d'échelons dans l'échelle de salaire ou, le cas échéant, à une rémunération additionnelle de 1,5 % du salaire prévu au dernier échelon de l'échelle de salaire.

Cette disposition ne s'applique pas pour les activités visées par l'article 13 « Budgets consacrés au développement des ressources humaines et au développement de la pratique professionnelle ».

6.02 Chaque programme d'études postsecondaire en soins infirmiers reconnu d'une valeur de trente (30) unités (crédits) équivaut à deux (2) années de service aux fins d'avancement d'échelons dans l'échelle de salaire ou, le cas échéant, à une rémunération additionnelle de 3 % du salaire prévu au dernier échelon de l'échelle de salaire.

6.03 Cependant, pour bénéficier de l'avancement d'échelon dans l'échelle de salaire prévue aux paragraphes 6.01 et 6.02, l'infirmière ou infirmier doit travailler dans sa spécialité. Pour bénéficier de la rémunération additionnelle, la formation postsecondaire doit être requise par l'employeur. Si elle ou il utilise plusieurs programmes d'études postsecondaires dans la spécialité où elle ou il travaille, elle ou il se voit reconnaître une (1) ou deux (2) années de service aux fins d'avancement d'échelons pour chaque programme selon le cas qui s'applique ou, le cas échéant, une rémunération additionnelle d'au plus 6 % du salaire prévu au dernier échelon de l'échelle de salaire.

6.04 Lorsque le Comité de perfectionnement prévu aux conventions collectives antérieures a accepté un programme d'études, l'infirmière ou infirmier qui l'a suivi conserve les privilèges attachés à ce programme d'études aux fins d'avancement dans l'échelle de salaire conformément aux paragraphes 6.01 et 6.02. L'employeur continuera de reconnaître les programmes d'études postsecondaires déjà existants.

6.05 Toutefois, l'infirmière ou infirmier qui détient un brevet d'une école supérieure de nursing, un baccalauréat en sciences infirmières ou une maîtrise en sciences infirmières, se voit reconnaître le nombre d'années de service aux fins d'avancement d'échelons ci-après déterminées, quel que soit le poste qu'elle ou il occupe :

- brevet d'une école supérieure de nursing : deux (2) années de service;
- une année d'université complétée avec succès en vue d'obtenir un diplôme en nursing : deux (2) années de service;
- baccalauréat en sciences infirmières : quatre (4) années de service;
- maîtrise en sciences infirmières : six (6) années de service.

6.06 L'infirmière ou infirmier possédant un ou plusieurs diplômes d'études postsecondaires mentionnés au paragraphe 6.05 ne peut bénéficier que du diplôme lui octroyant le plus grand nombre d'années de service.

6.07 L'infirmière ou infirmier qui détient un brevet d'une école supérieure de nursing, un baccalauréat en sciences infirmières ou une maîtrise en sciences infirmières et qui travaille dans un service où l'employeur exige ou requiert pour son titre d'emploi un ou des programmes d'études postsecondaires est réputé posséder cette formation aux fins de la rémunération additionnelle prévue aux paragraphes 6.01 et 6.02. Toutefois, cette rémunération additionnelle ne peut excéder le pourcentage normalement octroyé aux autres infirmières ou infirmiers pour la formation exigée ou réputée requise.

6.08 L'infirmière ou infirmier qui a bénéficié d'avancement d'échelons pour la formation postsecondaire reçoit la rémunération additionnelle pour ladite formation postsecondaire lorsqu'elle ou il a complété une (1) année et plus d'expérience au dernier échelon de son échelle de salaire et que cette dite formation postsecondaire est requise par l'employeur selon les dispositions du paragraphe 6.09.

Lorsqu'une infirmière ou un infirmier qui occupe un poste pour lequel une formation postsecondaire est requise, ne peut bénéficier de la totalité des années de service aux fins d'avancement d'échelons auxquelles elle ou il a droit pour sa formation postsecondaire parce qu'elle ou il se situe au dernier échelon de son échelle de salaire en raison du cumul de son expérience et de sa formation postsecondaire, cette infirmière ou cet infirmier reçoit, pour chaque échelon qui ne lui est plus accessible, une rémunération additionnelle équivalant à 1,5 % du salaire prévu au maximum de son échelle de salaire, et ce, jusqu'à ce que cette rémunération additionnelle corresponde à la totalité des échelons auxquels elle ou il a droit pour sa formation postsecondaire, sans toutefois excéder 6 %.

L'infirmière ou infirmier qui se situe au dernier échelon, uniquement à cause de son expérience, bénéficie de la rémunération additionnelle pour sa formation postsecondaire lorsque celle-ci est requise par l'employeur selon les dispositions du paragraphe 6.09.

6.09 Dans les six (6) mois de l'entrée en vigueur de la convention collective, l'employeur détermine, par service et par titre d'emploi, la liste des programmes d'études postsecondaires réputés requis qui donnent accès à la rémunération additionnelle.

6.10 La liste des programmes d'études postsecondaires et leurs valeurs relatives reconnus le 19 juin 1996 ainsi que les programmes d'études reconnus par le ministère de l'Éducation et de l'Enseignement supérieur sont reconnus aux fins d'application du présent article.

ARTICLE 7 INTÉGRATION À LA DATE D'ENTRÉE EN VIGUEUR DE LA PRÉSENTE CONVENTION

L'infirmière ou infirmier est classé dans la nouvelle échelle selon son expérience et sa formation postsecondaire.

ARTICLE 8 ANCIENNETÉ

Les paragraphes suivants s'ajoutent à l'article 12 de la convention collective.

8.01 Un congé sans solde pour études ne constitue pas une interruption de service quant à l'ancienneté. À son retour, l'infirmière ou infirmier reprend les droits qu'elle ou qu'il avait à son départ.

8.02 Cependant, dans le cas de l'infirmière ou infirmier qui a, au départ, au moins quatre (4) ans de service dans le milieu de la santé et des services sociaux, telle absence d'au moins un (1) an est considérée, quant au calcul de l'ancienneté et de l'expérience, comme une année de service, à condition que l'infirmière ou infirmier demeure à l'emploi d'un établissement du Québec au sens de la Loi sur les services de santé et les services sociaux (RLRQ, c. S-4.2 et ses amendements), pour une période équivalente à la durée de son absence pour études.

8.03 L'infirmière ou infirmier qui remplissait les conditions décrites au paragraphe précédent avant l'entrée en vigueur de la présente convention, est qualifié pour le même bénéfice.

ARTICLE 9 PRIME D'ORIENTATION ET DE FORMATION CLINIQUE

La personne salariée qui détient le titre d'emploi d'infirmier ou d'infirmière (2471 ou 2473) ou d'infirmier ou d'infirmière en dispensaire (2491) et qui assume les responsabilités liées à l'orientation et la formation clinique des personnes salariées et des étudiants stagiaires reçoit une prime horaire correspondant à cinq pour cent (5 %) du salaire de base majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 6 de la présente annexe lorsqu'elle assume ces responsabilités.

Malgré ce qui précède, la personne salariée visée par l'un des titres d'emploi prévu au premier (1^{er}) alinéa et qui assume pendant plus de la moitié de son quart de travail les responsabilités liées à l'orientation et la formation clinique des personnes salariées et des étudiants stagiaires reçoit la prime horaire pour son quart de travail complet.

ARTICLE 10 REMPLACEMENT À DIFFÉRENTES FONCTIONS

Le présent article remplace les paragraphes 7.08 et 7.09 de la convention collective.

10.01 Quand une infirmière ou infirmier est appelé durant une même semaine de travail à remplir différentes fonctions, elle ou il reçoit le salaire de la fonction la mieux rémunérée pourvu qu'elle ou qu'il l'ait occupée durant la moitié de la semaine normale de travail.

Le présent paragraphe ne s'applique pas aux personnes salariées inscrites sur la liste de rappel.

10.02 L'infirmière ou infirmier qui, au cours d'une semaine, travaille dans différentes fonctions mais ne peut se prévaloir des dispositions du paragraphe précédent, reçoit le salaire de la fonction la mieux rémunérée, pour le temps qu'elle ou qu'il y a passé pourvu qu'elle ou qu'il l'ait occupée durant une demi-journée continue de travail.

10.03 Les deux paragraphes précédents ne s'appliquent pas lorsque l'assistante-infirmier-chef ou assistant-infirmière-chef ou l'assistante du supérieur immédiat ou assistant du supérieur immédiat remplace son supérieur immédiat (cadre) pendant ses absences régulières.

10.04 Lorsqu'aucun assistante-infirmière-chef ou assistant-infirmier-chef ou un assistante du supérieur immédiat ou assistant du supérieur immédiat n'est en fonction dans un service, l'infirmière ou infirmier qui remplace temporairement son supérieur immédiat (cadre) pour une période d'au moins sept heures et un quart (7 1/4) continues de travail, a droit pour cette période à un supplément de salaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
15,92	16,37	16,80	17,22	17,82

ANNEXE F

CONDITIONS PARTICULIÈRES AUX PROFESSIONNELLES ET PROFESSIONNELS

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la convention collective de travail s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente annexe, aux professionnelles ou professionnels qui sont des personnes salariées au sens du paragraphe 1.01 de la convention collective et qui font partie des titres d'emploi de professionnelles ou professionnels prévus à la convention collective.

ARTICLE 2 DISPOSITIONS RELATIVES À LA RÉMUNÉRATION

Classification des personnes salariées dans les titres d'emploi

2.01 Les personnes salariées à l'emploi de l'établissement à la date d'entrée en vigueur de la présente convention collective et celles embauchées après cette date, sont classifiées, à cette date ou à leur date d'embauchage si elle est postérieure, selon leurs fonctions et qualifications dans un des titres d'emploi de professionnelles ou professionnels prévus à la nomenclature des titres d'emploi conformément aux attributions, caractéristiques et qualifications requises apparaissant aux libellés des titres d'emploi.

2.02 La personne salariée à l'emploi de l'établissement à la date d'entrée en vigueur de la convention collective et qui était classifiée dans un des titres d'emploi de professionnelles ou professionnels prévus à la convention collective 2000-2003 est réputée posséder les qualifications minimum requises pour ce titre d'emploi.

2.03 Dans les quarante-cinq (45) jours de la date d'entrée en vigueur de la convention collective, l'employeur précise le titre d'emploi de chaque personne salariée.

Intégration dans les échelles de salaire des personnes salariées embauchées après la date d'entrée en vigueur de la convention collective

(Le paragraphe suivant remplace le paragraphe 7.18 de la convention collective).

2.04 La personne salariée embauchée après la date d'entrée en vigueur de la convention collective est intégrée à l'échelon correspondant à ses années d'expérience professionnelle et, s'il y a lieu, compte tenu des dispositions prévues aux paragraphes 2.09 à 2.15 inclusivement, le tout en conformité avec les règles applicables à l'avancement d'échelon.

La personne salariée sans expérience professionnelle est intégrée au premier (1^{er}) échelon sous réserve des dispositions prévues aux paragraphes 2.09 à 2.15 inclusivement.

Reconnaissance des années d'expérience professionnelle

2.05 Une (1) année de travail professionnel valable équivaut à une (1) année d'expérience professionnelle.

Aux fins d'application du présent paragraphe, la personne salariée à temps partiel complète une (1) année d'expérience professionnelle lorsqu'elle a accumulé l'équivalent de :

- deux cent vingt-cinq (225) jours de travail professionnel si elle a droit à vingt (20) jours de congé annuel;
- deux cent vingt-quatre (224) jours de travail professionnel si elle a droit à vingt et un (21) jours de congé annuel;
- deux cent vingt-trois (223) jours de travail professionnel si elle a droit à vingt-deux (22) jours de congé annuel;
- deux cent vingt-deux (222) jours de travail professionnel si elle a droit à vingt-trois (23) jours de congé annuel;
- deux cent vingt et un (221) jours de travail professionnel si elle a droit à vingt-quatre (24) jours de congé annuel;
- deux cent vingt (220) jours de travail professionnel si elle a droit à vingt-cinq (25) jours de congé annuel.

2.06 Toute fraction d'année reconnue en vertu du paragraphe précédent est comptabilisée dans la détermination de la date d'avancement d'échelon de la personne salariée.

2.07 Sous réserve des paragraphes 2.09 à 2.15 du présent article, une personne salariée ne peut cumuler plus d'une (1) année d'expérience de travail pendant une période de douze (12) mois.

2.08 Nonobstant les paragraphes 2.05 et 2.06, les personnes salariées actuellement au service de l'employeur et celles embauchées par la suite, ne peuvent se voir créditer, aux fins d'intégration dans leur échelle de salaire, l'expérience professionnelle acquise au cours de l'année 1983.

Reconnaissance des études de perfectionnement postérieures à l'obtention du diplôme universitaire terminal de premier (1^{er}) cycle

2.09 Il s'agit de la formation académique pertinente à la profession exercée et additionnelle au diplôme universitaire terminal de premier (1^{er}) cycle.

2.10 Une (1) année d'études (ou son équivalent, trente (30) crédits) complétée et réussie dans une même discipline ou dans une discipline connexe à celle mentionnée dans le libellé du titre d'emploi d'une personne salariée, équivaut à une (1) année d'expérience professionnelle.

2.11 Toutefois, une maîtrise de quarante-cinq (45) crédits et plus et de moins de soixante (60) crédits, complétée et réussie dans une même discipline ou dans une discipline connexe à celle mentionnée dans le libellé du titre d'emploi d'une personne salariée, équivaut à une année et demie (1½) d'expérience professionnelle.

2.12 Seul le nombre d'années normalement requis pour compléter les études entreprises doit être compté.

2.13 Un maximum de trois (3) années de scolarité peut être compté aux fins d'expérience.

2.14 « Diplôme universitaire terminal » signifie pour une personne salariée le fait d'avoir complété la scolarité nécessaire à l'acquisition du diplôme terminal selon le système en vigueur au moment où cette scolarité a été complétée.

2.15 À sa date d'avancement d'échelon, la personne salariée bénéficie, le cas échéant, d'un avancement additionnel d'échelon conformément aux paragraphes 2.09 à 2.14 inclusivement.

Cependant, en application du paragraphe 2.11, la personne salariée qui, dans le cas d'un avancement annuel, a droit à la reconnaissance d'une demie (½) année d'expérience résultant du fait qu'elle a complété et réussi sa maîtrise à sa date d'avancement régulier d'échelon, se voit consentir un avancement d'échelon au terme d'une période de six (6) mois qui suit sa date d'avancement régulier d'échelon. Le présent alinéa a pour effet de modifier la date d'avancement régulier d'échelon de la personne salariée.

Avancement d'échelon

2.16 La durée de séjour à un échelon est normalement de six (6) mois d'expérience professionnelle dans les échelons 1 à 8 inclusivement et d'une (1) année d'expérience professionnelle dans les échelons 9 à 17.

2.17 L'avancement d'échelon est accordé sur rendement satisfaisant.

2.18 L'avancement accéléré d'échelon est accordé conformément aux paragraphes 2.09 à 2.15 inclusivement.

2.19 L'avancement accéléré d'un (1) échelon est accordé à une personne salariée, à sa date d'avancement d'échelon, suite à un rendement jugé exceptionnel par l'employeur.

2.20 Toutefois, l'année ou fraction d'année d'expérience acquise au cours de l'année 1983 n'est pas créditée dans la détermination de la date d'avancement d'échelon de la personne salariée.

2.21 Prime de soins critiques

(L'alinéa suivant remplace le premier (1^{er}) alinéa du paragraphe 9.15 de la convention collective)

La personne salariée visée à l'alinéa qui suit, reçoit la prime de soins critiques pour les heures travaillées dans les soins critiques, tels que définis au deuxième (2^e) alinéa du paragraphe 9.15.

Cette prime s'applique pour la personne salariée qui détient l'un des titres d'emploi suivants :

- agent ou agente de relations humaines (1553);
- audiologiste (1254);
- audiologiste-orthophoniste (1204);
- diététiste-nutritionniste (1219);
- ergothérapeute (1230);
- orthophoniste (1255);
- physiothérapeute (1233);
- psychologue (1546);
- travailleur social ou travailleuse sociale (1550).

2.22 Prime spécifique de soins critiques

(L'alinéa suivant remplace le premier (1^{er}) alinéa du paragraphe 9.16 de la convention collective)

La personne salariée visée à l'alinéa qui suit, reçoit une prime spécifique de soins critiques pour les heures travaillées dans les services tels que définis au deuxième (2^e) alinéa du paragraphe 9.16, à l'exclusion des unités de soins obstétricaux (mère-enfant).

Cette prime s'applique pour la personne salariée qui détient l'un des titres d'emploi suivants :

- agent ou agente de relations humaines (1553);
- audiologiste (1254);
- audiologiste-orthophoniste (1204);
- diététiste-nutritionniste (1219);
- ergothérapeute (1230);
- orthophoniste (1255);
- physiothérapeute (1233);
- psychologue (1546);
- travailleur social ou travailleuse sociale (1550).

ARTICLE 3 TEMPS SUPPLÉMENTAIRE

Les paragraphes suivants remplacent les paragraphes 19.01, 19.02 et 19.09 de la convention collective.

3.01 Tout travail fait en plus de la journée régulière ou de la semaine régulière de travail est considéré comme temps supplémentaire.

Tout temps supplémentaire doit être fait à la connaissance de la personne supérieure immédiate ou de sa remplaçante ou de son remplaçant. Cependant, dans les cas imprévus, ou si la personne salariée ne peut rejoindre la personne supérieure immédiate, ou à cause des exigences du travail en cours, la personne salariée est rémunérée au taux du temps supplémentaire en justifiant le temps supplémentaire à la personne supérieure immédiate ou à sa remplaçante ou son remplaçant dans les deux (2) jours ouvrables suivants.

Malgré toutes dispositions locales à l'effet contraire, si du travail doit être exécuté en temps supplémentaire, l'employeur doit l'offrir en priorité aux personnes salariées à temps complet ainsi qu'aux personnes salariées à temps partiel qui offrent et respectent leurs disponibilités émises à temps complet qui sont disponibles, et ce, à tour de rôle, de façon à le répartir équitablement entre ces personnes salariées qui font normalement ce travail dans le service.

3.02 La personne salariée qui effectue un travail en temps supplémentaire est rémunérée, pour le nombre d'heures effectuées, de la façon suivante :

- 1- les heures de travail supplémentaire sont remises en temps dans les quinze (15) jours qui suivent;
- 2- si l'employeur ne peut accorder en temps ledit temps supplémentaire, celui-ci est payé au taux simple.

Malgré ce qui précède, le mode de rémunération du temps supplémentaire prévu au paragraphe 19.02 s'applique pour l'infirmier clinicien ou infirmière clinicienne (Institut Pinel) (1907), l'infirmier clinicien ou infirmière clinicienne (1911), l'infirmier clinicien assistant infirmier-chef ou infirmière clinicienne assistante infirmière-chef ou l'infirmier clinicien assistant du supérieur immédiat ou infirmière clinicienne

assistante du supérieur immédiat (1912) qui travaille dans les services où les soins sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine.

Ces règles s'appliquent également à la personne salariée à temps partiel.

ARTICLE 4 EXPÉRIENCE ANTÉRIEURE

Cet article remplace l'article 17 (Années d'expérience antérieure) de la convention collective.

4.01 La personne salariée actuellement au service de l'employeur et celles qui seront embauchées par la suite, sont classées quant à leur salaire seulement, selon la durée de travail antérieur dans un même titre d'emploi et, le cas échéant, en tenant compte de l'expérience valable acquise dans un titre d'emploi comparable ou un autre titre d'emploi, à la condition qu'elle n'ait pas cessé d'exercer sa profession durant plus de cinq (5) années consécutives.

Toute fraction d'année reconnue en vertu du paragraphe précédent est comptabilisée dans la détermination de la date d'avancement d'échelon de la personne salariée.

4.02 Lors de l'embauchage, l'employeur doit exiger de la personne salariée une attestation de cette expérience, attestation que la personne salariée obtient de l'employeur où elle a été acquise. À défaut de quoi, l'employeur ne peut lui opposer de délai de prescription. S'il est impossible à la personne salariée de remettre une preuve écrite ou une attestation de cette expérience, après avoir démontré telle impossibilité, elle peut faire une déclaration assermentée qui a alors la même valeur que l'attestation écrite.

4.03 Si la personne salariée a quitté la pratique de sa profession depuis plus de cinq (5) ans et moins de dix (10) ans, elle est soumise à une période de probation. À l'embauchage, elle a droit au deuxième (2^e) échelon de salaire de sa catégorie. Après ladite période de probation, la personne salariée a droit, quant au salaire seulement, à la reconnaissance de ses années d'expérience antérieure.

4.04 Si la personne salariée a quitté sa profession depuis plus de dix (10) ans, elle est soumise à une période de probation. À l'embauchage, elle a droit au minimum de salaire de sa catégorie. Après ladite période de probation, la personne salariée a droit, quant au salaire seulement, à la reconnaissance des trois-quarts (3/4) de ses années d'expérience antérieure.

4.05 Nonobstant les paragraphes 4.01, 4.02, 4.03 et 4.04, les personnes salariées actuellement au service de l'employeur et celles embauchées par la suite ne peuvent se voir créditer, aux fins de classement dans leur échelle de salaire, l'expérience acquise au cours de l'année 1983.

ARTICLE 5 ÉVALUATION

5.01 Toute évaluation des activités professionnelles d'une personne salariée doit être portée à sa connaissance.

5.02 Toute demande d'information au sujet des activités professionnelles d'une personne salariée, en fonction ou non, est remplie par la personne responsable du personnel et la ou le chef de service.

ARTICLE 6 CONDITIONS PARTICULIÈRES APPLICABLES À LA PERSONNE SALARIÉE D'UN TITRE D'EMPLOI D'INFIRMIER OU INFIRMIÈRE REQUÉRANT UN DIPLOME UNIVERSITAIRE TERMINAL

Les dispositions de la convention collective s'appliquent dans la mesure où elles ne sont pas autrement modifiées par la présente annexe à la personne salariée d'un des titres d'emploi suivants :

- 1907 Infirmier clinicien ou infirmière clinicienne (Institut Pinel)
- 1911 Infirmier clinicien ou infirmière clinicienne
- 1912 Infirmier clinicien assistant infirmier-chef ou infirmière clinicienne assistante infirmière-chef ou infirmier clinicien assistant du supérieur immédiat ou infirmière clinicienne assistante du supérieur immédiat
- 1913 Conseiller ou conseillère en soins infirmiers
- 1914 Candidat infirmier praticien spécialisé ou candidate infirmière praticienne spécialisée
- 1915 Infirmier praticien spécialisé ou infirmière praticienne spécialisée
- 1916 Infirmier premier assistant en chirurgie ou infirmière première assistante en chirurgie
- 1917 Infirmier clinicien spécialisé ou infirmière clinicienne spécialisée

6.01 Les dispositions suivantes de l'annexe E s'appliquent à ces personnes salariées.

- article 8 : ancienneté
- article 10 : remplacement à différentes fonctions

Les paragraphes 2.01 à 2.04 de la présente annexe sont remplacés par les paragraphes suivants :

6.02 Intégration dans les échelles de salaire des personnes salariées embauchées après la date d'entrée en vigueur de la convention collective

La personne salariée embauchée après la date d'entrée en vigueur de la convention collective est intégrée à l'échelon correspondant à ses années d'expérience conformément à l'article 4 de la présente annexe et, s'il y a lieu, en tenant compte des dispositions prévues aux paragraphes 2.09 à 2.15 inclusivement, le tout en conformité avec les règles applicables à l'avancement d'échelon.

La personne salariée sans expérience dans l'un des titres d'emploi prévus au présent article est intégrée au premier (1^{er}) échelon sous réserve des dispositions prévues aux paragraphes 2.09 à 2.15 inclusivement.

6.03 Intégration dans les échelles de salaire des personnes salariées promues après la date d'entrée en vigueur de la convention collective

La personne salariée promue à un poste dont le titre d'emploi est prévu au présent article reçoit le salaire de base de ce titre d'emploi immédiatement supérieur à celui qu'elle recevrait dans le titre d'emploi qu'elle quitte en tenant compte, s'il y a lieu, de la rémunération additionnelle pour la formation postsecondaire.

Quant à la personne salariée assistant-infirmier-chef ou assistante-infirmière-chef, assistant du supérieur immédiat ou assistante du supérieur immédiat qui obtient un poste d'infirmier clinicien ou infirmière clinicienne, elle maintient la rémunération qu'elle recevait avant sa promotion (salaire plus supplément et, s'il y a lieu, la rémunération additionnelle pour la formation postsecondaire) jusqu'à ce qu'elle se situe dans sa nouvelle échelle de salaire à un échelon lui assurant un salaire égal ou supérieur à la rémunération qu'elle recevait avant sa promotion.

6.04 Si, dans les douze (12) mois suivant chacune des majorations de l'échelle de salaire, la personne salariée visée par un des titres d'emploi visés au présent article reçoit un salaire moindre que celui qu'elle aurait reçu dans le titre d'emploi qu'elle a quitté (en tenant compte, s'il y a lieu, de la

rémunération additionnelle pour la formation postsecondaire), elle reçoit, à compter de la date où son salaire est moindre et jusqu'à l'avancement d'échelon dans son échelle de salaire, le salaire qu'elle aurait reçu dans le titre d'emploi qu'elle a quitté. Toutefois, si l'avancement d'échelon dans son échelle de salaire lui procure un salaire moindre que celui qu'elle aurait reçu dans le titre d'emploi qu'elle a quitté, elle continue de recevoir le salaire de son ancien titre d'emploi jusqu'à son prochain avancement d'échelon.

6.05 Reclassification des personnes salariées

Lorsqu'un poste requérant une exigence de baccalauréat en sciences infirmières ou de baccalauréat comportant au moins deux (2) certificats reconnus en vertu des dispositions du paragraphe 6.10 de l'annexe E a été octroyé depuis le 1^{er} janvier 1983, la personne salariée qui a obtenu ce poste est reclassifiée infirmier clinicien ou infirmière clinicienne si elle répondait à cette exigence.

Les règles d'intégration de la personne salariée ainsi reclassifiée sont celles prévues au paragraphe 6.03.

6.06 Intégration de certains infirmiers ou infirmières au titre d'emploi d'infirmier clinicien ou infirmière clinicienne

L'infirmier ou infirmière en santé communautaire¹, l'assistant-infirmier-chef ou l'assistante-infirmière-chef, l'infirmier assistant du supérieur immédiat ou l'infirmière assistante du supérieur immédiat qui obtient, après la date d'entrée en vigueur de la convention collective, une maîtrise en soins infirmiers, un baccalauréat en soins infirmiers ou un baccalauréat comportant au moins deux (2) certificats reconnus en soins infirmiers, est classifié infirmier clinicien ou infirmière clinicienne ou, le cas échéant, infirmier clinicien assistant infirmier-chef ou infirmière clinicienne assistante-infirmière-chef ou infirmier clinicien assistant du supérieur immédiat ou infirmière clinicienne assistante du supérieur immédiat à la date d'obtention de son diplôme.

Les règles d'intégration de la personne salariée ainsi reclassifiée sont celles prévues au paragraphe 6.03.

6.07 Admissibilité à un poste d'infirmier clinicien ou infirmière clinicienne

La personne salariée à l'emploi d'un établissement du secteur de la santé et des services sociaux le 14 mai 2006 et qui détenait un baccalauréat ès sciences comportant au moins deux (2) certificats admissibles conformément aux dispositions prévues à la convention collective 2000-2003, se qualifie pour poser sa candidature à un emploi d'infirmier clinicien ou infirmière clinicienne. Il en est de même d'une personne salariée qui, au 14 mai 2006, poursuivait ses études afin de compléter un troisième (3^e) certificat dans le cadre d'un tel baccalauréat. Si la personne salariée qui, au 14 mai 2006, poursuivait ses études a complété ou avait débuté des études pour un deuxième (2^e) certificat dans le cadre d'un baccalauréat ès sciences, le troisième (3^e) doit être un certificat reconnu en soins infirmiers prévu à l'article 7 à moins qu'elle ne détenait déjà deux (2) certificats reconnus en soins infirmiers.

La personne salariée est responsable de fournir la copie des diplômes obtenus afin de se qualifier pour poser sa candidature à un tel emploi dans le secteur de la santé et des services sociaux.

6.08 Admissibilité à un poste de conseiller ou conseillère en soins

La personne salariée à l'emploi d'un établissement du secteur de la santé et des services sociaux le

¹ Seuls les infirmiers ou infirmières travaillant dans le cadre de la mission CLSC sont visés.

14 mai 2006 et qui détenait trois (3) certificats reconnus en soins infirmiers prévus à l'article 7 se qualifie pour poser sa candidature à un emploi de conseiller ou conseillère en soins.

La personne salariée qui avait débuté des études pour un troisième (3^e) certificat reconnu en soins infirmiers prévu à l'article 7 le 14 mai 2006, se qualifie aussi pour poser sa candidature à un emploi de conseiller ou conseillère en soins. Un certificat en soins infirmiers ne comprend toutefois pas un certificat en administration ou en gestion.

La personne salariée est responsable de fournir la copie des diplômes obtenus afin de se qualifier pour poser sa candidature à un tel emploi dans le secteur de la santé et des services sociaux.

Reconnaissance des études de perfectionnement postérieures à l'obtention du diplôme universitaire terminal prévu à la nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux (Nomenclature)

Les paragraphes 2.09 à 2.15 de la présente annexe sont remplacés par les paragraphes suivants :

6.09 Il s'agit de la formation académique pertinente à la profession exercée et additionnelle au diplôme universitaire terminal prévu à la Nomenclature.

6.10 « Diplôme universitaire terminal » signifie pour une personne salariée le fait d'avoir complété la scolarité nécessaire à l'acquisition du diplôme terminal selon le système en vigueur au moment où cette scolarité a été complétée.

6.11 Une (1) année d'études (ou son équivalent, trente (30) crédits) complétée et réussie dans une même discipline ou dans une discipline connexe à celle mentionnée dans le libellé du titre d'emploi d'une personne salariée, équivaut à une (1) année d'expérience professionnelle.

6.12 Toutefois, une maîtrise de quarante-cinq (45) crédits et plus et de moins de soixante (60) crédits, complétée et réussie dans une même discipline ou dans une discipline connexe à celle mentionnée dans le libellé du titre d'emploi d'une personne salariée, équivaut à une année et demie (1½) d'expérience professionnelle.

6.13 Seul le nombre d'années normalement requis pour compléter les études entreprises doit être compté.

6.14 Un maximum de trois (3) années de scolarité peut être compté aux fins d'expérience.

6.15 À sa date d'avancement d'échelon, la personne salariée bénéficie, le cas échéant, d'un avancement additionnel d'échelon conformément aux paragraphes 6.09 à 6.14 inclusivement.

Cependant, en application du paragraphe 6.12, la personne salariée qui, dans le cas d'un avancement annuel, a droit à la reconnaissance d'une demie (½) année d'expérience résultant du fait qu'elle a complété et réussi sa maîtrise à sa date d'avancement régulier d'échelon, se voit consentir un avancement d'échelon au terme d'une période de six (6) mois qui suit sa date d'avancement régulier d'échelon. Le présent alinéa a pour effet de modifier la date d'avancement régulier d'échelon de la personne salariée.

6.16 La personne salariée qui détient un diplôme de maîtrise dans une même discipline ou dans une discipline connexe à celle mentionnée dans le libellé de son titre d'emploi alors que ce dernier requiert un baccalauréat bénéficie d'une rémunération additionnelle de 1,5 % du salaire prévu au dernier

échelon de l'échelle de salaire lorsqu'elle a complété une (1) année et plus d'expérience au dernier échelon de son échelle de salaire.

La personne salariée qui détient à la fois un diplôme de maîtrise et un diplôme de doctorat dans une même discipline ou dans une discipline connexe à celle mentionnée dans le libellé de son titre d'emploi alors que ce dernier requiert un baccalauréat, bénéficie d'une rémunération additionnelle de 1,5 % du salaire prévu au dernier échelon de l'échelle de salaire pour chaque année d'expérience complétée au dernier échelon de l'échelle de salaire, jusqu'à un maximum de 3 %.

La personne salariée qui détient un diplôme de doctorat dans une même discipline ou dans une discipline connexe à celle mentionnée dans le libellé de son titre d'emploi alors que ce dernier requiert une maîtrise, bénéficie d'une rémunération additionnelle de 1,5 % du salaire prévu au dernier échelon de l'échelle de salaire lorsqu'elle a complété une (1) année et plus d'expérience au dernier échelon de son échelle de salaire, jusqu'à un maximum de 3 %.

ARTICLE 7 CERTIFICATS RECONNUS EN SOINS INFIRMIERS

Aux fins d'application de la convention collective, les certificats reconnus en soins infirmiers sont ceux prévus ci-après.

La présente liste est constituée de certificats de premier (1^{er}) cycle universitaire. Les noms des certificats peuvent varier d'une université à l'autre et selon la période pendant laquelle ils ont été offerts.

Sciences infirmières : intégration et perspectives

Soins infirmiers

Soins infirmiers : milieu clinique

Soins palliatifs

Soins critiques

Soins infirmiers périopératoires

Soins infirmiers : santé publique

Santé communautaire

Santé mentale

Gérontologie

Gérontologie sociale

Santé et sécurité au travail

Toxicomanie

Intervention auprès des jeunes : fondements et pratiques

Petite enfance et famille : intervention précoce

Psychologie

Pratiques psychosociales

Éducation à la vie familiale

Éducation des adultes

Relations humaines et vie familiale

Administration des services de santé

Gestion des organisations

Administration

ANNEXE G

CONDITIONS PARTICULIÈRES AUX TECHNICIENNES OU TECHNICIENS

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la convention collective s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente annexe, aux techniciennes et techniciens diplômés qui sont des personnes salariées au sens du paragraphe 1.01 de la convention collective et qui font partie des titres d'emploi prévus à l'article 2 de la présente annexe.

ARTICLE 2 TITRES D'EMPLOI

Les titres d'emploi visés par la présente annexe sont les suivants :

- 2251 - Archiviste médical
- Archiviste médicale

- 2282 - Archiviste médical (chef d'équipe)
- Archiviste médicale (chef d'équipe)

- 2248 - Assistant-chef inhalothérapeute
- Assistante-chef inhalothérapeute

- 2236 - Assistant-chef technologue en électrophysiologie médicale
- Assistante-chef technologue en électrophysiologie médicale

- 2234 - Assistant-chef (laboratoire)
- Assistante-chef (laboratoire)

- 2219 - Assistant-chef technologue en radiologie
- Assistante-chef technologue en radiologie

- 2247 - Chargé ou chargée de l'enseignement clinique (inhalothérapie)

- 2291 - Chargé ou chargée technique de sécurité transfusionnelle

- 2276 - Coordonnateur ou coordonnatrice technique en électrophysiologie médicale

- 2246 - Coordonnateur ou coordonnatrice technique (inhalothérapie)

- 2227 - Coordonnateur ou coordonnatrice technique (laboratoire)

- 2213 - Coordonnateur ou coordonnatrice technique (radiologie)

- 2271 - Cytologiste

- 2244 - Inhalothérapeute

- 2214 - Instituteur ou institutrice clinique (radiologie)

- 2232 - Instituteur ou institutrice clinique (laboratoire)
- 2241 - Technicien ou technicienne en électro-encéphalographie (EEG)
- 2286 - Technologue en électrophysiologie médicale
- 2278 - Technologiste en hémodynamique
 - Technologue en hémodynamique
- 2223 - Technologiste médical
 - Technologiste médicale
- 2224 - Technicien de laboratoire médical diplômé
 - Technicienne de laboratoire médical diplômée
- 2208 - Technologue en imagerie médicale du domaine de la médecine nucléaire
- 2205 - Technologue en imagerie médicale du domaine du radiodiagnostic
- 2207 - Technologue en radio-oncologie
- 2212 - Technologue spécialisé ou technologue spécialisée en imagerie médicale

ARTICLE 3 INTÉGRATION À LA DATE D'ENTRÉE EN VIGUEUR DE LA PRÉSENTE CONVENTION COLLECTIVE

Dans les quarante-cinq (45) jours de la date d'entrée en vigueur de la convention, la technicienne ou technicien au service de l'employeur à la date d'entrée en vigueur de la convention collective est classé dans l'échelle de salaire selon les modalités établies à l'article 5 de la présente annexe.

ARTICLE 4 REMPLACEMENT À UN POSTE SUPÉRIEUR

La technicienne ou technicien appelé par l'établissement à travailler temporairement à un poste supérieur, reçoit le salaire prévu pour ce poste pendant le temps qu'elle ou il l'occupe, si elle ou il l'occupe pendant au moins un quart régulier de travail.

ARTICLE 5 CLASSEMENT DANS L'ÉCHELLE

La technicienne ou technicien couvert par la présente annexe est classé dans l'échelle de salaire selon son expérience antérieure et, s'il y a lieu, sa formation postsecondaire, lesquelles sont établies de la façon prévue à l'article 7.

ARTICLE 6 AVANCEMENT DANS LES ÉCHELLES DE SALAIRE

Le présent article remplace le paragraphe 7.21 (Avancement dans les échelles de salaire) de la convention collective.

Si le nombre d'échelons de l'échelle de salaire le permet, à chaque fois qu'une personne salariée complète une (1) année de service dans son titre d'emploi, elle est portée à l'échelon supérieur à celui qu'elle détient.

Toutefois, la durée de séjour à un échelon pour la personne salariée dont le rangement est de dix-neuf (19) ou plus est de six (6) mois de service dans les échelons un (1) à huit (8) et d'une (1) année de service dans les échelons neuf (9) à dix-huit (18).

Aux fins d'application des alinéas précédents, la personne salariée à temps partiel complète une (1) année de service lorsqu'elle a accumulé l'équivalent du nombre de jours de travail apparaissant au tableau ci-dessous en fonction du nombre de jours de vacances dont elle bénéficie.

Nombre de jours ouvrables de congé annuel	Nombre de jours de travail requis
20	225
21	224
22	223
23	222
24	221
25	220

Les journées de libérations syndicales de la personne salariée à temps partiel, à l'exclusion de celles prévues aux paragraphes 6.06 à 6.08 de la convention collective, sont considérées comme des jours de travail aux fins d'avancement dans l'échelle de salaire.

Aux fins d'avancement dans l'échelle de salaire, la personne salariée à temps partiel se voit reconnaître pour un même titre d'emploi les jours travaillés depuis le 1^{er} janvier 1990 dans un autre établissement du réseau. Elle peut demander à chacun de ses employeurs, une (1) fois par année civile, une attestation écrite des jours travaillés. La personne salariée se voit reconnaître, à compter de la date de remise de l'attestation, l'expérience acquise aux fins d'avancement dans l'échelle de salaire.

Une personne salariée ne peut se voir créditer plus d'une (1) année d'expérience par période de douze (12) mois de calendrier.

Toutefois, l'année ou fraction d'année de service acquise de même que les jours de travail accumulés au cours de l'année 1983 ne sont pas crédités dans la détermination de la date d'avancement d'échelon de la personne salariée.

ARTICLE 7 EXPÉRIENCE ANTÉRIEURE ET FORMATION POSTSCOLAIRE

Les paragraphes qui suivent remplacent l'article 17 (Années d'expérience antérieure) de la convention collective.

7.01 Une (1) année d'expérience équivaut à une (1) année de service aux fins d'avancement d'échelon dans l'échelle de salaire, le tout en conformité avec les règles applicables à l'avancement d'échelons. Cette expérience doit être acquise de la façon suivante :

7.02 La technicienne ou technicien a droit, quant au salaire seulement, d'être classé selon la durée de travail antérieur, à la condition toutefois qu'elle ou qu'il n'ait pas quitté le secteur de la Santé et des Services sociaux ou un autre travail en qualité de technicienne ou technicien depuis plus de dix (10) ans.

7.03 Si la technicienne ou technicien a quitté le secteur de la santé et des services sociaux ou un autre travail en qualité de technicienne ou technicien depuis plus de cinq (5) ans et moins de dix (10) ans, au terme de sa période de probation, elle ou il est classé conformément aux dispositions du paragraphe 7.02. Toutefois, la technicienne ou technicien ne peut obtenir plus que l'avant-dernier échelon de l'échelle de salaire.

7.04 Si elle ou il a quitté le secteur de la santé et des services sociaux ou un autre travail en qualité de technicienne ou technicien depuis plus de dix (10) ans, l'employeur, après la période de probation tient compte de l'expérience valable dans le reclassement de la technicienne ou technicien.

7.05 Nonobstant les paragraphes 7.01, 7.02, 7.03 et 7.04, les personnes salariées actuellement au service de l'employeur et celles embauchées par la suite, ne peuvent se voir créditer, aux fins de classement dans leur échelle de salaire, l'expérience acquise au cours de l'année 1983.

7.06 Le calcul de l'expérience de la technicienne ou du technicien qui travaille à temps partiel s'effectue de la façon suivante :

Chaque jour de travail équivaut à 1/225^e d'année d'expérience si elle ou il a droit à vingt (20) jours de congé annuel, à 1/224^e d'année d'expérience si elle ou il a droit à vingt et un (21) jours de congé annuel, à 1/223^e d'année d'expérience si elle ou il a droit à vingt-deux (22) jours de congé annuel, à 1/222^e d'année d'expérience si elle ou il a droit à vingt-trois (23) jours de congé annuel, à 1/221^e d'année d'expérience si elle ou il a droit à vingt-quatre (24) jours de congé annuel et à 1/220^e d'année d'expérience si elle ou il a droit à vingt-cinq (25) jours de congé annuel.

7.07 L'employeur doit exiger de la technicienne ou technicien une attestation écrite de l'expérience acquise, attestation que la technicienne ou technicien obtient de l'employeur de l'établissement où cette expérience a été acquise.

À défaut de quoi, l'employeur ne peut lui opposer de délai de prescription.

7.08 S'il est impossible à la technicienne ou technicien de remettre une preuve écrite de son expérience, elle ou il peut, après avoir démontré telle impossibilité, fournir la preuve de son expérience en déclarant sous serment tous les détails pertinents quant au nom de l'employeur, aux dates de son travail et au genre de travail.

7.09 Au départ de la technicienne ou technicien, l'employeur lui remet une attestation de l'expérience acquise à son service.

Formation postscolaire (laboratoire)

Les dispositions prévues à l'annexe H (Reconnaissance de scolarité additionnelle) s'appliquent aux personnes salariées visées par la présente annexe.

7.10 La technicienne ou technicien détenteur d'un certificat de niveau avancé (ART) dans l'une des disciplines suivantes : chimie clinique, hématologie, histopathologie, micro-biologie, cytologie, banque de sang, virologie, immunologie, microscopie électronique et cytogénétique se voit reconnaître deux (2) années de service aux fins d'avancement d'échelons dans son échelle de salaire. La formation postscolaire doit être reliée à la spécialité dans laquelle la personne salariée travaille.

7.11 Lorsque la technicienne ou le technicien utilise plusieurs certificats de niveau avancé (ART) elle ou il se voit reconnaître deux (2) années de service aux fins d'avancement d'échelons pour chaque certificat jusqu'à un maximum de quatre (4) années de service pour l'ensemble des certificats. La formation postsecondaire doit être reliée à la spécialité dans laquelle la personne salariée travaille.

7.12 La technicienne ou technicien détenteur d'un baccalauréat en biologie médicale (option technologie médicale), biochimie, chimie et microbiologie se voit reconnaître quatre (4) années de service aux fins d'avancement d'échelons dans son échelle de salaire.

7.13 La technicienne ou technicien détenteur d'une « licence » (LCSLT) en technologie médicale se voit reconnaître quatre (4) années de service aux fins d'avancement d'échelons dans son échelle de salaire.

7.14 La technicienne ou technicien qui a complété et réussi trente (30) unités ou crédits d'un programme d'études postsecondaires au niveau collégial ou universitaire en biologie médicale ou en radiologie se voit reconnaître deux (2) années de service aux fins d'avancement d'échelons dans son échelle de salaire. La formation doit être reliée à la spécialité dans laquelle la personne salariée travaille.

7.15 Sous réserve du paragraphe 7.11 de la présente annexe et du paragraphe 2.03 de l'annexe H, la formation postsecondaire ne peut être cumulative aux fins d'avancement dans l'échelle de salaire.

La technicienne ou technicien ne bénéficie que du diplôme lui octroyant le plus grand nombre d'échelons.

7.16 Cet avancement d'échelons remplace tout supplément de salaire hebdomadaire ou prime versée antérieurement à ces fins.

ARTICLE 8 CONDITION PARTICULIÈRE À LA TECHNICIENNE OU TECHNICIEN CLASSE « B » QUI DEVIENT TECHNICIENNE OU TECHNICIEN

La technicienne ou technicien « Classe B » devenu technicienne diplômée ou technicien diplômé, reçoit dans son titre d'emploi, le salaire prévu à l'échelle de ce titre d'emploi immédiatement supérieur à celui qu'elle ou qu'il recevrait dans le titre d'emploi qu'elle ou qu'il quitte.

Elle ou il est alors réputé posséder comme technicienne diplômée ou technicien diplômé le nombre d'années d'expérience correspondant à sa situation dans l'échelle de salaire de technicienne ou technicien.

ARTICLE 9 PRIME D'ORIENTATION ET DE FORMATION CLINIQUE

La personne salariée qui détient le titre d'emploi d'inhalothérapeute (2244) et qui assume les responsabilités liées à l'orientation et la formation clinique des personnes salariées et des étudiants stagiaires reçoit une prime horaire correspondant à deux pour cent (2 %) du salaire de base majoré, s'il y a lieu, de la rémunération additionnelle prévue à l'article 2 de l'annexe H, lorsqu'elle assume ces responsabilités.

Malgré ce qui précède, la personne salariée visée par le titre d'emploi prévu au premier (1^{er}) alinéa et qui assume pendant plus de la moitié de son quart de travail les responsabilités liées à l'orientation et la formation clinique des personnes salariées et des étudiants stagiaires, reçoit la prime horaire pour son quart de travail complet.

ARTICLE 10 PRIME DE SOINS CRITIQUES

(L'article suivant remplace le premier (1^{er}) alinéa du paragraphe 9.15 de la convention collective)

La personne salariée visée à l'alinéa qui suit, reçoit la prime de soins critiques pour les heures travaillées dans les soins critiques, tels que définis au deuxième (2^e) alinéa du paragraphe 9.15.

Cette prime s'applique pour la personne salariée qui détient l'un des titres d'emploi suivants :

- assistant-chef technologue en électrophysiologie médicale ou assistante-chef technologue en électrophysiologie médicale (2236);
- assistant-chef technologue en radiologie ou assistante-chef technologue en radiologie (2219);
- coordonnateur ou coordonnatrice technique (laboratoire) (2227);
- coordonnateur ou coordonnatrice technique (radiologie) (2213);
- coordonnateur ou coordonnatrice technique en électrophysiologie médicale (2276)
- technicien de laboratoire médical diplômé ou technicienne de laboratoire médical diplômée (2224);
- technicien ou technicienne en travail social (2586);
- technologue en électrophysiologie médicale (2286);
- technologiste en hémodynamique ou technologue en hémodynamique (2278);
- technologiste médical ou technologiste médicale (2223);
- technologue en imagerie médicale du domaine de la médecine nucléaire (2208);
- technologue en imagerie médicale du domaine du radiodiagnostic (2205);
- technologue spécialisé ou technologue spécialisée en imagerie médicale (2212);
- technologue spécialisé ou technologue spécialisée en radio-oncologie (2218).

ARTICLE 11 PRIME SPÉCIFIQUE DE SOINS CRITIQUES

(L'article suivant remplace le premier (1^{er}) alinéa du paragraphe 9.16 de la convention collective)

La personne salariée visée à l'alinéa qui suit, reçoit une prime spécifique de soins critiques pour les heures travaillées dans les services tels que définis au deuxième (2^e) alinéa du paragraphe 9.16, à l'exclusion des unités de soins obstétricaux (mère-enfant).

Cette prime s'applique pour la personne salariée qui détient l'un des titres d'emploi suivants :

- assistant-chef technologue en électrophysiologie médicale ou assistante-chef technologue en électrophysiologie médicale (2236);
- assistant-chef technologue en radiologie ou assistante-chef technologue en radiologie (2219);
- coordonnateur ou coordonnatrice technique (laboratoire) (2227);
- coordonnateur ou coordonnatrice technique (radiologie) (2213);
- coordonnateur ou coordonnatrice technique en électrophysiologie médicale (2276);
- technicien de laboratoire médical diplômé ou technicienne de laboratoire médical diplômée (2224);
- technicien ou technicienne en travail social (2586);

- technologue en électrophysiologie médicale (2286);
- technologiste en hémodynamique ou technologue en hémodynamique (2278);
- technologiste médical ou technologiste médicale (2223);
- technologue en imagerie médicale du domaine de la médecine nucléaire (2208);
- technologue en imagerie médicale du domaine du radiodiagnostic (2205);
- technologue spécialisé ou technologue spécialisée en imagerie médicale (2212);
- technologue spécialisé ou technologue spécialisée en radio-oncologie (2218).

ANNEXE H

RECONNAISSANCE DE SCOLARITÉ ADDITIONNELLE

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente annexe s'appliquent aux personnes salariées dont le titre d'emploi requiert un diplôme de fin d'études collégiales (DEC) et est classé dans le groupe des techniciennes et techniciens (code 2000) prévu à la convention collective, à l'exclusion des personnes salariées couvertes par l'annexe E.

ARTICLE 2 FORMATION POSTSCOLAIRE

2.01 Tout programme d'études postsecondaires reconnu, complété et réussi d'une valeur égale ou supérieure à quinze (15) unités (crédits) et inférieure à trente (30) unités (crédits) équivaut à une (1) année de service aux fins d'avancement d'échelons dans l'échelle de salaire ou, le cas échéant, à une rémunération additionnelle de 1,5 % du salaire prévu au dernier échelon de l'échelle de salaire.

Cette disposition ne s'applique pas pour les activités visées par l'article 13 « Budgets consacrés au développement des ressources humaines et au développement de la pratique professionnelle ».

2.02 Tout programme d'études postsecondaires reconnu, complété et réussi d'une valeur de trente (30) unités (crédits) équivaut à deux (2) années de service aux fins d'avancement d'échelons dans l'échelle de salaire ou, le cas échéant, à une rémunération additionnelle de 3 % du salaire prévu au dernier échelon de l'échelle de salaire.

2.03 Aux fins d'application des paragraphes 2.01 et 2.02, la personne salariée qui utilise plusieurs programmes d'études postsecondaires dans sa spécialité, se voit reconnaître une (1) ou deux (2) années de service aux fins d'avancement d'échelons pour chaque programme, selon le cas qui s'applique, jusqu'à un maximum de quatre (4) années de service pour l'ensemble des programmes ou, le cas échéant, une rémunération additionnelle d'au plus 6 % du salaire prévu au dernier échelon de l'échelle de salaire.

2.04 Lorsque la personne salariée détient un baccalauréat reconnu, celle-ci se voit reconnaître quatre (4) années de service aux fins d'avancement d'échelons dans son échelle de salaire ou, le cas échéant, une rémunération additionnelle d'au plus 6 % du salaire prévu au dernier échelon de l'échelle de salaire.

Une personne salariée inscrite à un programme d'études conduisant à l'obtention d'un baccalauréat se voit reconnaître deux (2) années de service aux fins d'avancement d'échelons dans son échelle de salaire ou, le cas échéant, une rémunération additionnelle de 3 % du salaire prévu au dernier échelon de l'échelle de salaire lorsqu'elle a complété et réussi les trente (30) premières unités (crédits). Elle pourra se voir reconnaître deux (2) années de service aux fins d'avancement d'échelons ou, le cas échéant, une rémunération additionnelle de 3 % du salaire prévu au dernier échelon de l'échelle de salaire à l'obtention de son baccalauréat.

2.05 Lorsque la personne salariée détient une maîtrise reconnue, celle-ci se voit reconnaître six (6) années de service aux fins d'avancement d'échelons dans son échelle de salaire ou, le cas échéant, d'une rémunération additionnelle d'au plus 6 % du salaire prévu au dernier échelon de l'échelle de salaire.

2.06 Pour bénéficier des avancements d'échelons prévus aux paragraphes précédents, la formation postscolaire doit être reliée à la spécialité dans laquelle la personne salariée travaille. Pour bénéficier de la rémunération additionnelle, la formation postscolaire doit être requise par l'employeur. Si elle utilise plusieurs programmes d'études postsecondaires dans la spécialité où elle travaille, elle se voit reconnaître une (1) ou deux (2) années de service aux fins d'avancement d'échelons pour chaque programme selon le cas qui s'applique ou, le cas échéant, d'une rémunération additionnelle d'au plus 6 % du salaire prévu au dernier échelon de l'échelle de salaire.

2.07 Sous réserve du paragraphe 2.03, la formation postscolaire prévue à la présente convention, acquise en plus du cours de base, ne peut être cumulative aux fins d'avancement dans l'échelle de salaire ou, le cas échéant, de la rémunération additionnelle. La personne salariée ne bénéficie que du diplôme lui octroyant le plus grand nombre d'années de service aux fins d'avancement d'échelons.

2.08 La personne salariée qui a bénéficié d'avancement d'échelons pour la formation postscolaire reçoit la rémunération additionnelle pour ladite formation postscolaire lorsqu'elle a complété une (1) année et plus d'expérience au dernier échelon de son échelle de salaire et que cette dite formation postscolaire est requise par l'employeur selon les dispositions du paragraphe 2.09.

Lorsqu'une personne salariée qui occupe un poste pour lequel une formation postscolaire est requise, ne peut bénéficier de la totalité des années de service aux fins d'avancement d'échelons auxquelles elle a droit pour sa formation postscolaire parce qu'elle se situe au dernier échelon de son échelle de salaire en raison du cumul de son expérience et de sa formation postscolaire, cette personne salariée reçoit, pour chaque échelon qui ne lui est plus accessible, une rémunération additionnelle équivalant à 1,5 % du salaire prévu au maximum de son échelle de salaire, et ce, jusqu'à ce que cette rémunération additionnelle corresponde à la totalité des échelons auxquels elle a droit pour sa formation postscolaire, sans toutefois excéder 6 %.

La personne salariée qui se situe au dernier échelon uniquement à cause de son expérience bénéficie de la rémunération additionnelle pour sa formation postscolaire lorsque celle-ci est requise par l'employeur selon les dispositions du paragraphe 2.09.

2.09 Aux fins d'application du présent article, l'employeur, dans les six (6) mois de l'entrée en vigueur de la convention collective, détermine, par service et par titre d'emploi, la liste des programmes d'études postsecondaires réputés requis qui donnent accès à la rémunération additionnelle.

ARTICLE 3 FORMATION POSTSCOLAIRE RECONNUE

La liste des programmes d'études postsecondaires et leurs valeurs relatives reconnus le 19 juin 1996 ainsi que les programmes d'études reconnus par le ministère de l'Éducation et de l'Enseignement supérieur sont reconnus aux fins d'application de la présente annexe.

ANNEXE I

CONDITIONS PARTICULIÈRES AUX PERSONNES SALARIÉES DES CENTRES HOSPITALIERS PSYCHIATRIQUES ET AUTRES CENTRES D'ACTIVITÉS VISÉS

SECTION ICENTRES HOSPITALIERS PSYCHIATRIQUES

ARTICLE 1 MESURES DE PRÉVENTION

1.01 Lorsqu'une personne salariée estime qu'une personne bénéficiaire peut présenter un danger immédiat ou éventuel pour son entourage, elle en fait rapport à son supérieur immédiat. Un rapport écrit de cette demande est déposé au dossier de la personne salariée.

1.02 À la lumière des faits énoncés dans le rapport de la personne salariée, les autorités prennent immédiatement les mesures qui s'imposent.

ARTICLE 2 COURS D'INITIATION À L'APPROCHE DES PERSONNES BÉNÉFICIAIRES PSYCHIATRIQUES

2.01 La personne salariée qui a suivi des cours d'initiation à l'approche des personnes bénéficiaires psychiatriques ou des cours équivalents reçoit, si elle réussit son examen, une attestation de son succès et une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
13,53	13,91	14,27	14,63	15,14

Si elle ne réussit pas, elle reçoit une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
10,46	10,75	11,03	11,31	11,71

2.02 Pour avoir droit à la prime, la personne salariée qui a suivi cinquante pour cent (50 %) mais sans l'avoir complété, le cours d'infirmière ou infirmier, d'infirmière ou infirmier auxiliaire, de

puéricultrice/garde-bébés d'une institution reconnue, peut subir l'examen sans toutefois être obligée de suivre le cours. En cas d'échec à l'examen, elle peut cependant s'inscrire à ce cours.

Les personnes salariées diplômées ou certifiées des titres d'emploi mentionnés à l'alinéa précédent, n'ont pas droit à la prime. Cependant, pour les personnes salariées qui la reçoivent déjà, elles continuent de la recevoir pour la durée de la présente convention.

2.03 L'employeur reconnaît les cours donnés dans les autres établissements psychiatriques.

2.04 La durée des cours est de soixante (60) heures au minimum et de soixante-dix (70) heures au maximum.

2.05 Le cours est réparti de la façon suivante :

- cinquante pour cent (50 %) de soins infirmiers généraux et
- cinquante pour cent (50 %) de soins infirmiers psychiatriques.

2.06 L'assistance à quatre-vingts pour cent (80 %) des cours est requise pour l'admission à l'examen. Cet examen est oral ou écrit, au choix de la personne salariée. Dans tous les cas, il comporte une épreuve pratique.

2.07 L'examen écrit ou oral est basé sur un système de cinq cents (500) points répartis de la façon suivante :

- 200 points pour les soins infirmiers généraux;
- 200 points pour les soins infirmiers psychiatriques;
- 100 points pour la présence au cours.

2.08 L'obtention de soixante pour cent (60 %) des points assure le succès de l'examen.

2.09 La personne salariée qui ne réussit pas son examen a droit à une seule reprise lors d'une session subséquente, et ce, suivant la procédure établie plus haut. En aucun cas, la personne salariée ne peut reprendre le cours.

ARTICLE 3 CONGÉS MOBILES

3.01 Une personne salariée à temps complet qui travaille dans un établissement énuméré à l'article 5, dans le département ou l'aile psychiatrique des établissements énumérés à l'article 4, a droit, au 1^{er} juillet de chaque année et par mois travaillé, à une demi-journée (1/2) de congé jusqu'à un maximum de cinq (5) jours par année.

Pour les personnes salariées qui ont commencé à travailler en psychiatrie après le 1^{er} juillet 1980, cette accumulation est divisée en deux (2) tranches, et est créditée à ceux-ci en date du 1^{er} janvier et du 1^{er} juillet.

Aux fins de calcul, la personne salariée visée qui a commencé à travailler entre le premier (1^{er}) et le quinzième (15^e) jour du mois inclusivement est considérée comme ayant un (1) mois travaillé.

3.02 La personne salariée qui laisse son affectation du milieu psychiatrique est payée, pour tous les congés ainsi acquis et non utilisés, selon l'indemnité qu'elle recevrait si elle les prenait alors.

3.03 La personne salariée à temps partiel n'a pas droit à la prise de ces congés mobiles, mais elle reçoit une compensation monétaire égale à 2,2 % applicable :

- sur le salaire, les suppléments, les primes¹ et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H, versé sur chaque paie;
- sur le salaire qu'elle aurait reçu n'eut été d'une absence pour maladie non rémunérée survenue alors qu'elle était affectée sur son poste ou sur une assignation, versé sur chaque paie;
- sur le salaire de base à partir duquel sont établies l'indemnité de congé de maternité, de paternité, d'adoption et de retrait préventif, versé sur chaque paie. Cependant, le montant calculé pendant un retrait préventif n'est pas versé sur chaque paie mais accumulé et versé en même temps que la paie de vacances.

ARTICLE 4 DÉFINITION DU SERVICE OU AILE PSYCHIATRIQUE

4.01 Les dispositions prévues aux articles 1 et 3 de la présente section et au paragraphe 9.21 de la convention collective s'appliquent aux services ou ailes psychiatriques structurés de la mission centre hospitalier.

Aux fins d'application du présent article, le service ou l'aile psychiatrique structurée se définit comme suit : lieu spécialement aménagé avec personnel assigné aux soins et à la surveillance des bénéficiaires psychiatriques, ainsi qu'à l'exécution de programmes structurés de réadaptation préparés à l'intention des personnes bénéficiaires par le personnel professionnel de l'aile ou du service.

Les établissements visés sont les suivants :

BAS-SAINT-LAURENT (01)

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

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

CAPITALE-NATIONALE (03)

CHU de Québec – Université Laval :

- Hôpital de l'Enfant-Jésus;
- Hôpital du Saint-Sacrement;
- Centre de pédopsychiatrie-Résidence du Sacré-Cœur;
- Pavillon du Centre hospitalier de l'Université Laval.

ESTRIE (05)

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

- Hôpital de Granby;
- CHUS-Hôtel-Dieu de Sherbrooke.
- CHUS- Hôpital Fleurimont

¹ Les primes de fin de semaine, de soir et de nuit et de quart de rotation ne sont pas considérées.

MONTREAL (06)

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

- Hôpital Notre-Dame.
- Pavillon Alfred-Desrochers;
- Pavillon Côtes-des-Neiges.

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'île-de-Montréal :

- Pavillon Rosemont.

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

- Centre hospitalier de St-Mary;
- Hôpital général du Lakeshore.
- Hôpital Saint-Anne;
- Centre hospitalier de soins de longue durée en santé mentale de Lachine.

ABITIBI-TÉMISCAMINGUE (08)

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

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

MONTÉRÉGIE (16)

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

- Centre hospitalier Anna Laberge;
- Hôpital du Suroît.

4.02 Si, au cours de la durée de la présente convention, un établissement met sur pied soit un service ou une aile psychiatrique, les parties, par l'intermédiaire du Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) et du Syndicat canadien de la fonction publique (SCFP) de même que des représentants de l'établissement impliqué, se rencontrent en vue de déterminer si ce service ou cette aile doit être considéré comme un service ou une aile structurée, tel que défini au premier (1^{er}) alinéa du paragraphe 4.01.

ARTICLE 5 DÉFINITION D'URGENCE PSYCHIATRIQUE

Les dispositions prévues à la présente section s'appliquent également aux personnes salariées qui œuvrent au sein d'une urgence psychiatrique structurée des centres hospitaliers suivants :

CAPITALE-NATIONALE (03)

CHU de Québec-Université Laval :

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

ESTRIE (05)

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

- CHUS-Hôtel-Dieu de Sherbrooke.

MONTREAL (06) :

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

- Hôpital Notre-Dame.

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'île-de-Montréal :

- Pavillon Rosemont.

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

- Centre hospitalier de St-Mary.

Aux fins d'application de la présente section, l'urgence psychiatrique structurée se définit comme une urgence spécialement aménagée avec personnel assigné aux soins et à la surveillance des malades psychiatriques.

Si au cours de la durée de la présente convention, un centre hospitalier met sur pied ou ferme une urgence psychiatrique, le CPNSSS et le SCFP, de même que des représentants du centre hospitalier impliqué, se rencontreront en vue de déterminer si cette urgence psychiatrique doit être considérée ou cesser d'être considérée, selon le cas, comme une urgence psychiatrique structurée, telle que définie ci-dessus.

Si au cours de la durée de la présente convention, un centre hospitalier reconnu comme psychiatrique par le ministère de la Santé et des Services sociaux cesse de détenir une telle reconnaissance tout en maintenant une urgence psychiatrique, le CPNSSS et le SCFP, de même que des représentants du centre hospitalier impliqué, se rencontreront en vue de déterminer si cette urgence doit être considérée comme une urgence psychiatrique structurée, telle que définie ci-dessus.

ARTICLE 6

Les dispositions de la présente section s'appliquent aux personnes salariées de l'Hôpital psychiatrique de Malartic du Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue, de l'Institut national de psychiatrie légale Philippe-Pinel, de l'Institut universitaire en santé mentale Douglas du Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'île-de-Montréal, et de l'Institut universitaire en santé mentale de Montréal du Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'île-de-Montréal.

ARTICLE 7

Sous réserve de l'Institut universitaire de gériatrie de Montréal, l'application des bénéfices prévus à la présente section ne vise que les personnes salariées œuvrant dans la mission centre hospitalier.

SECTION II AUTRES CENTRES D'ACTIVITÉS VISÉS

ARTICLE 8

Sauf pour les personnes salariées d'une urgence psychiatrique visées par la prime de soins critiques prévue au paragraphe 9.15 de la convention collective et celles visées par la prime en psychiatrie prévue au paragraphe 9.21 de la convention collective et les congés mobiles prévus au paragraphe 3.01 ou la compensation monétaire prévue au paragraphe 3.03 de la présente annexe, les personnes salariées préposées à la réadaptation, aux soins ou à la surveillance des personnes bénéficiaires et qui œuvrent dans les centres ou sous-centres d'activités énumérés ci-dessous reçoivent la prime en

psychiatrie prévue au paragraphe 9.21 de la présente convention collective ainsi qu'une compensation monétaire égale à 2.2 % applicable :

- sur le salaire, les suppléments, les primes² et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H, versé sur chaque paie;
- sur le salaire qu'elle aurait reçu n'eut été d'une absence pour maladie non rémunérée survenue alors qu'elle était affectée sur son poste ou sur une assignation, versé sur chaque paie;
- sur le salaire de base à partir duquel sont établies l'indemnité de congé de maternité, de paternité, d'adoption et de retrait préventif, versé sur chaque paie. Cependant, le montant calculé pendant un retrait préventif n'est pas versé sur chaque paie mais accumulé et versé en même temps que la paie de vacances.

Les centres ou sous-centres d'activités visés sont les suivants :

- 5940 Soutien dans la communauté aux personnes souffrant d'un trouble mental grave;
- 5941 Suivi intensif dans la communauté (SIM);
- 5942 Soutien d'intensité variable dans la communauté (SIV);
- 5943 Soins intensifs dans la communauté;
- 5944 Programme premiers épisodes psychotiques (PPEP);
- 6280 Hôpital de jour en santé mentale;
- 6281 Hôpital de jour en pédopsychiatrie;
- 6282 Hôpital de jour en santé mentale adulte;
- 6330 Services d'évaluation et de traitement de 2^e et 3^e ligne en santé mentale;
- 6331 Services d'évaluation et de traitement de 2^e et 3^e ligne en santé mentale – Jeunes;
- 6332 Services d'évaluation et de traitement de 2^e et 3^e ligne en santé mentale – Adultes;

² Les primes de fin de semaine, de soir et de nuit et de quart de rotation ne sont pas considérées.

ANNEXE J

CONDITIONS PARTICULIÈRES APPLICABLES LORS D'UNE INTÉGRATION FAITE EN VERTU DES ARTICLES 130 À 136 DE LA LOI SUR LA SANTÉ ET LA SÉCURITÉ DU TRAVAIL (RLRQ, c. S-2.1)

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente convention s'appliquent aux personnes salariées à être intégrées dans la mesure où elles ne sont pas autrement modifiées par la présente annexe.

A) Mutations volontaires

Les postes nouvellement créés ne seront pas affichés et les personnes salariées devant être intégrées combleront lesdits postes. Du fait de l'intégration, leur nomination ne peut être contestable.

B) Ancienneté

Les années de service acquises auprès de l'employeur cédant sont transférées à titre d'années d'ancienneté dans l'établissement.

C) Expérience professionnelle

La personne salariée se voit reconnaître l'expérience jugée pertinente par l'établissement.

D) Salaire

Les personnes salariées ne subiront aucune diminution de traitement horaire.

E) Vacances

À compter de la date d'entrée en fonction, les dispositions de la convention collective relatives aux vacances s'appliquent aux personnes salariées intégrées.

F) Régime de retraite

Les personnes salariées sont assujetties au Régime de retraite des employés du gouvernement et des organismes publics, et ce, dès leur entrée en fonction dans l'établissement.

ARTICLE 2 AUTRES CONDITIONS DE TRAVAIL

Les personnes salariées intégrées ne peuvent transférer aucune autre condition de travail appliquée chez l'employeur cédant.

ANNEXE K

CONDITIONS PARTICULIÈRES S'APPLIQUANT À L'INSTITUT NATIONAL DE PSYCHIATRIE LÉGALE PHILIPPE-PINEL

ARTICLE 1 CHAMP D'APPLICATION

1.01 Les dispositions de la présente convention collective s'appliquent dans la mesure où elles ne sont pas autrement modifiées par la présente annexe, aux personnes salariées de l'Institut national de psychiatrie légale Philippe-Pinel visées par l'accréditation.

1.02 Considérant la nature de la clientèle ainsi que le degré de sécurité associé à l'Institut national de psychiatrie légale Philippe-Pinel, chaque personne salariée est concernée par la sécurité des usagers des visiteurs et du personnel. À cet effet, la personne salariée visée par un titre d'emploi prévu à la présente annexe, à l'exception du titre d'emploi 5323 commis surveillant d'unité, doit intervenir, même physiquement, à chaque fois que la situation l'impose.

ARTICLE 2 TITRES D'EMPLOI

Les personnes salariées détenant l'un des titres d'emploi suivant sont visées par les articles 3 et 4 de la présente annexe :

2473 infirmier ou infirmière (Institut Pinel)

1907 infirmier clinicien ou infirmière clinicienne (Institut Pinel)

2697 sociothérapeute (Institut Pinel)

6500 intervenant spécialisé ou intervenante spécialisée en pacification et en sécurité (Institut Pinel)

ARTICLE 3 HEURES DE TRAVAIL

Les personnes salariées des titres d'emploi prévus à l'article 2, ont une semaine de travail de quarante (40) heures, incluant une demi (1/2) heure par jour pour prendre le repas à l'établissement, cette demi (1/2) heure étant considérée comme du temps travaillé.

ARTICLE 4 PÉRIODES DE REPOS

Les personnes salariées des titres d'emploi prévus à l'article 2 ne bénéficient pas des périodes de repos intercalaires du paragraphe 25.08 de la convention collective.

ARTICLE 5 PRIME DE MILIEU (PRIME PINEL)

A) Admissibilité aux différents paliers de primes

La personne salariée bénéficiant d'une prime visée par le présent paragraphe reçoit, selon le palier, un pourcentage de son salaire horaire, majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H. Ce pourcentage est déterminé selon le nombre d'heures rémunérées, par période de quatorze (14) jours correspondant aux périodes de paie, de la façon suivante:

- Palier 1 : soixante-dix (70) heures et plus;
- Palier 2 : quarante-deux (42) heures et plus, et moins de soixante-dix (70) heures;
- Palier 3 : moins de quarante-deux (42) heures.

Aux fins du présent paragraphe et aux fins de déterminer le palier applicable, sont considérées les heures rémunérées. Ces heures incluent les absences autorisées rémunérées, mais excluent les heures en temps supplémentaires, et ce, sans égard aux services et aux titres d'emploi pour lesquels ces heures ont été travaillées.

La personne salariée à temps complet dont le nombre d'heures hebdomadaires de travail prévues à son titre d'emploi à la nomenclature est de moins de trente-cinq (35) heures est admissible au palier 1 selon les modalités prévues au présent paragraphe, si elle travaille la totalité du nombre d'heures prévu à son titre d'emploi.

B) Versement de la prime

La personne salariée bénéficiant d'une prime visée par le présent paragraphe reçoit le pourcentage correspondant au palier, appliqué sur les heures régulières effectivement travaillées, les heures en temps supplémentaires, les heures d'absences autorisées rémunérées et les libérations syndicales qui sont sans perte de salaire ou pour lesquelles la personne salariée reçoit une rémunération équivalente à celle qu'elle recevrait si elle était au travail, et ce, dans les services visés.

C) Prime Pinel

Sauf pour les personnes salariées de l'urgence psychiatrique visées par la prime de soins critiques prévue au paragraphe 9.15, les personnes salariées des titres d'emploi suivants reçoivent une prime, pour les heures prévues à l'alinéa B du présent paragraphe à l'Institut national de psychiatrie légale Philippe-Pinel, selon les modalités prévues à l'alinéa A du présente paragraphe :

- 1- pour les : infirmières et les infirmiers, les infirmières cliniciennes et les infirmiers cliniciens, les sociothérapeutes, les commis surveillant d'unité et les intervenants spécialisés ou intervenantes spécialisées en pacification et en sécurité, la personne salariée visée reçoit une prime, selon le pourcentage rattaché au palier qui lui est applicable:

Palier 1	Palier 2	Palier 3
10 %	7 %	6 %

- 2- pour les : technologues en imagerie médicale du domaine du radiodiagnostic, technicienne ou technicien en électro-encéphalographie (E.E.G.), technologue en électrophysiologie médicale, technicienne ou technicien en audiovisuel, assistante ou assistant technique en pharmacie, aide de service, préposée ou préposé à la buanderie, maître-plombière ou maître-plombier, mécanicienne d'entretien ou mécanicien d'entretien (Millwright), préposée ou préposé à l'entretien ménager, peintre, magasinière ou magasinier, maître-électricienne ou maître-électricien, journalière ou journalier, ouvrière ou ouvrier de maintenance, préposée ou préposé aux magasins, plombière ou mécanicienne en tuyauterie ou plombier ou mécanicien en tuyauterie, mécanicienne ou mécanicien de machines fixes, menuisière ou menuisier, agente administrative ou agent administratif classe 4, agente administrative

ou agent administratif classe 3, agente administrative ou agent administratif classe 2, technicienne ou technicien en informatique, technicienne spécialisée ou technicien spécialisé en informatique, la personne salariée visée reçoit une prime, selon le pourcentage rattaché au palier qui lui est applicable :

Palier 1	Palier 2	Palier 3
3,50 %	2,25 %	1,00 %

La prime de psychiatrie et la compensation monétaire prévues au paragraphe 9.21 et à l'article 8 de l'annexe I ne s'appliquent pas aux personnes salariées visées par le présent article.

ARTICLE 6 ASSURANCE VIE ET ASSURANCE INDEMNITÉ

Une assurance de cent mille dollars (100 000 \$) sera prise sur la vie des personnes salariées. Le montant de cette assurance sera versé aux ayants-droit de la personne salariée décédée dans le seul cas du décès causé par l'agression d'une personne bénéficiaire commise pendant que la personne salariée était dans l'exercice de ses fonctions. Le montant de cette assurance ne sera pas versé si la personne salariée décède des suites d'un accident dû à une faute lourde de sa part.

Une assurance sera prise pour garantir à la personne salariée victime, dans l'exercice de ses fonctions, d'un accident causé par l'agression d'une personne bénéficiaire, un montant égal à la différence entre l'indemnité prévue par la Loi sur les accidents du travail et des maladies professionnelles (RLRQ, c. A-3.001) et son salaire régulier, et ce, pour la durée de son invalidité. Il est convenu qu'aucune réduction sur sa réserve de congé de maladie ne sera faite à cette occasion.

Cette assurance vie et cette assurance indemnité sont soumises mutatis mutandis aux conditions qui apparaissent à la convention collective intervenue ou à intervenir entre le gouvernement du Québec et le syndicat des agents de la paix de la fonction publique.

N. B. : L'application des dispositions prévues au deuxième (2^e) alinéa du présent article et au paragraphe 23.31 de la convention générale ne peut avoir pour effet que la personne salariée reçoive plus de 100 % de son salaire régulier.

ARTICLE 7 RÉGIME DE RETRAITE

Les personnes salariées visées par le Règlement relatif à la désignation de catégories d'employés et à la détermination de dispositions particulières applicables aux employés de l'Institut Philippe-Pinel (R 9.2, r.2) sont régies par les dispositions du régime de retraite des agents de la paix en services correctionnels (RRAPSC).

ARTICLE 8 RÉGIME D'ASSURANCE SALAIRE

Les dispositions du présent article s'appliquent à la personne salariée participant au RRAPSC.

À compter du 20 février 2003, pour la personne salariée devenue invalide à compter de cette date, le régime d'assurance salaire est modifié comme suit :

8.01 Les dispositions de l'alinéa e) du paragraphe 23.29 de la convention collective sont remplacées par les suivantes :

- e) À compter de la fin de la période de cent quatre (104) semaines prévue à l'alinéa c) du paragraphe 23.29 de la convention collective, dans le cadre du régime d'assurance salaire de longue durée, la personne salariée a droit au versement d'une prestation d'un montant égal à soixante-dix pour cent (70 %) de son salaire, et ce, sans dépasser la première des éventualités suivantes :
 - i) la date à laquelle elle cesse d'être invalide;
 - ii) la date à laquelle elle atteint l'âge de soixante-cinq (65) ans;
 - iii) la date à laquelle elle atteint trente-deux (32) ans de service au RRAPSC, n'eut été de l'invalidité;
 - iv) la date à laquelle elle atteint cinquante (50) ans d'âge et trente (30) ans de service au RRAPSC, n'eut été de l'invalidité.

Le paiement des prestations prévues ci-haut est effectué par un assureur ou un organisme gouvernemental. Les primes exigibles en vertu du régime d'assurance salaire de longue durée ne sont pas à la charge de la personne salariée, et ce, malgré toutes dispositions contraires prévues à la convention collective pour la personne salariée admissible à ce régime d'assurance.

8.02 Les dispositions de l'alinéa B (invalidité de plus de cent quatre (104) semaines) du paragraphe 23.03 (définition d'invalidité) de la convention collective sont modifiées par l'ajout du sous-alinéa suivant :

- 3- Dans le cas où l'assureur ou l'organisme gouvernemental n'accepte pas, à compter du début du quarante-neuvième (49^e) mois d'invalidité, de reconnaître la personne salariée comme étant invalide au sens de la définition prévue au sous-alinéa 2, la définition d'invalidité prévue à l'alinéa A (invalidité de cent quatre (104) semaines et moins) s'applique à la personne salariée.

Les dispositions du présent sous-alinéa ne s'appliquent pas si, à compter du début de l'invalidité, la personne salariée a atteint :

- a) l'âge de soixante et un (61) ans;
- b) vingt-huit (28) ans de service au RRAPSC;
- c) quarante-six (46) ans d'âge et vingt-six (26) ans de service au RRAPSC.

8.03 La personne salariée invalide visée par les dispositions du paragraphe 8.02 a droit, à compter du début du quarante-neuvième (49^e) mois d'invalidité, au versement d'une prestation d'un montant égal à soixante pour cent (60 %) de son salaire, et ce, sans dépasser la première des éventualités énumérées au paragraphe 8.01.

8.04 L'assureur ou l'organisme gouvernemental ne peut obliger la personne salariée invalide âgée de soixante (60) ans et plus à demander sa rente de retraite du RRAPSC, ni à demander une rente de retraite payable avec réduction actuarielle. Cependant, si elle fait une telle demande, la rente reçue est considérée par l'assureur ou l'organisme gouvernemental dans son calcul de la réduction de sa prestation.

ARTICLE 9

9.01 Le comité local de relations de travail prévu à la section II de l'article 33 de la convention collective a également pour fonction de discuter de toute question relative à la sécurité des personnes salariées, des usagers et des visiteurs.

ANNEXE L

SEMAINE DE TRAVAIL DE QUATRE (4) JOURS AVEC RÉDUCTION DU TEMPS DE TRAVAIL

La personne salariée et l'employeur peuvent convenir de mettre en application la semaine de travail de quatre (4) jours avec réduction du temps de travail en respectant les balises suivantes :

1. Pour les personnes salariées à temps complet, la semaine régulière de travail est modifiée de la façon suivante :

a) La semaine régulière de travail des personnes salariées travaillant actuellement trente-deux heures et demie (32,5) est dorénavant de trente (30) heures réparties sur quatre (4) jours de sept heures et demie (7,5) par journée de travail.

b) La semaine régulière de travail des personnes salariées travaillant actuellement trente-cinq (35) heures est dorénavant de trente-deux (32) heures réparties sur quatre (4) jours de huit (8) heures par journée de travail.

c) La semaine régulière de travail des personnes salariées travaillant actuellement trente-six heures et quart (36,25) est dorénavant de trente-deux (32) heures ou trente-trois (33) heures réparties sur quatre (4) jours de huit heures (8) ou huit heures et quart (8,25) par journée de travail.

d) La semaine régulière de travail des personnes salariées travaillant actuellement trente-sept heures et demie (37,5) est dorénavant de trente-trois (33) heures réparties sur quatre (4) jours de huit heures et quart (8,25) par journée de travail.

e) La semaine régulière de travail des personnes salariées travaillant actuellement trente-huit heures et trois quarts (38,75) est dorénavant de trente-quatre (34) heures ou trente-cinq (35) heures réparties sur quatre (4) jours de huit heures et demie (8,5) ou huit heures et trois quarts (8,75) par journée de travail.

f) La semaine régulière de travail des personnes salariées travaillant actuellement quarante (40) heures est dorénavant de trente-cinq (35) heures ou trente-six (36) heures réparties sur quatre (4) jours de huit heures et trois quarts (8,75) ou neuf (9) heures par journée de travail.

2. Conversion des congés en primes

- Le maximum de congés de maladie cumulables annuellement passe de 9,6 jours à 5 jours;
- Les congés fériés peuvent être réduits d'un minimum de 8 jours jusqu'à un maximum de 11 jours;
- Ces congés libérés sont convertis en une prime qui s'ajoute au taux horaire du titre d'emploi. Selon le nombre de journées de congés convertis, le pourcentage variera selon le tableau suivant :

Jours convertis	Pourcentage de prime
12,6	4,3
13,6	4,9
14,6	5,5
15,6	6,0

3. Modifications conséquentes du nouvel horaire

Les personnes salariées à temps complet continuent d'être régies par les règles applicables aux personnes salariées à temps complet.

En plus des bénéfices tels que les congés fériés et les congés de maladie qui ont été considérés aux fins du calcul du taux du pourcentage de compensation, les autres bénéfices à établir proportionnellement à la nouvelle durée du travail sont :

- les primes hebdomadaires;
- les congés mobiles et;
- les congés annuels :

	Ancien horaire	Nouvel horaire
moins de 15 ans de service	20 jours	16 jours
15 ans de service	21 jours	16,8 jours
16 ans de service	22 jours	17,6 jours
17 ans de service	23 jours	18,4 jours
18 ans de service	24 jours	19,2 jours
19 ans et plus de service	25 jours	20 jours

Le salaire à considérer dans le calcul de toute prestation, indemnité ou autre est le salaire prévu au nouvel horaire, incluant la prime associée aux congés convertis, notamment pour :

- l'indemnité de congé maternité, de paternité et d'adoption;
- la prestation d'assurance salaire;
- le congé à traitement différé.

Nonobstant l'alinéa précédent, l'indemnité de mise à pied de la personne salariée à temps complet doit être équivalente au salaire prévu à son titre d'emploi ou à son salaire hors échelle, s'il y a lieu, au moment de sa mise à pied. Les primes de soir, de nuit, d'heures brisées, d'ancienneté, de responsabilité et d'inconvénients non subis sont exclues de la base de calcul de l'indemnité de mise à pied.

Le délai de carence en invalidité est de cinq (5) jours ouvrables.

Pour les fins de qualification au temps supplémentaire, la journée normale de travail pour le temps complet ou le temps partiel qui en fait le remplacement est celle prévue au nouvel horaire.

La semaine normale de travail pour le temps complet ou le temps partiel qui en fait le remplacement pour la totalité est celle prévue au nouvel horaire.

La semaine normale de travail pour le temps partiel qui fait du remplacement sur les deux (2) types d'horaire est celle prévue au titre d'emploi de l'horaire de cinq (5) jours.

4. Modalités d'application

Le modèle retenu en fonction des dispositions des articles 1-2-3, sa durée et ses modalités d'application doivent faire l'objet d'une entente entre la personne salariée et l'employeur.

Les modalités d'application à convenir localement comprennent, notamment :

- a) l'application pour une durée minimale d'une (1) année renouvelable;
- b) la possibilité pour la personne salariée ou l'employeur de mettre fin sur préavis de soixante (60) jours avant la fin de l'application
- c) la possibilité pour la personne salariée et l'employeur de mettre fin à l'entente en tout temps si elles en conviennent;
- d) la possibilité de fractionner en jours une (1) des semaines de congé annuel.

La manière de disposer des heures de travail dégagées par l'application du modèle est celle prévue aux dispositions locales.

5. Toute personne salariée visée par la présente annexe peut maintenir sa participation au régime de retraite comme si elle était à temps complet, auquel cas, elle se voit reconnaître une pleine année de service et le traitement admissible correspondant. À cet effet, les parties locales peuvent convenir des modalités relatives au versement des cotisations de la personne salariée au régime de retraite. À défaut d'entente, la personne salariée assume seule le versement des cotisations normalement exigibles correspondant au congé.

6. Lorsqu'il n'est pas possible d'accorder l'accès à l'horaire de quatre (4) jours à l'ensemble des personnes salariées volontaires, l'employeur déploie ledit aménagement du temps de travail en tenant compte de l'ancienneté.

ANNEXE M

DISPARITÉS RÉGIONALES

SECTION I DÉFINITIONS

Aux fins de la présente annexe, on entend par :

1.01 1. Personne dépendante :

La personne conjointe et l'enfant à charge tels que définis à l'article 1 de la convention collective et toute autre personne dépendante au sens de la Loi sur les impôts (RLRQ, c. I-3), à condition que celle-ci réside avec la personne salariée. Cependant, aux fins de la présente annexe, les revenus tirés d'un emploi par la conjointe ou le conjoint de la personne salariée n'ont pas pour effet de lui enlever son statut de personne dépendante.

De même, le fait pour une ou un enfant de fréquenter une école secondaire reconnue d'intérêt public dans un autre endroit que le lieu de résidence de la personne salariée ne lui enlève pas son statut de personne dépendante lorsqu'aucune école secondaire publique n'est accessible dans la localité où réside la personne salariée.

De même, le fait pour une ou un enfant de fréquenter une école de niveau préscolaire ou primaire, reconnue d'intérêt public, dans un autre endroit que le lieu de résidence de la personne salariée ne lui enlève pas son statut de personne dépendante lorsqu'aucune école reconnue d'intérêt public, préscolaire ou primaire selon le cas, n'est accessible dans la langue d'enseignement de l'enfant (français ou anglais) dans la localité où réside la personne salariée.

Est également réputé détenir le statut de personne dépendante, l'enfant de 25 ans ou moins qui répond aux trois (3) conditions suivantes :

- 1) l'enfant fréquente à temps plein une école postsecondaire reconnue d'intérêt public dans un autre endroit que le lieu de résidence de la personne salariée travaillant dans une localité située dans les secteurs III, IV et V, à l'exclusion des localités de Parent, Sanmaur et Clova, ou travaillant dans la localité de Fermont;
- 2) l'enfant détenait, durant les douze (12) mois précédents le début de son programme d'études postsecondaires, le statut de personne dépendante conformément à la définition de dépendant prévue à la présente annexe;
- 3) la personne salariée a fourni les pièces justificatives attestant que l'enfant poursuit à temps plein un programme d'études postsecondaires, soit une preuve d'inscription au début de la session et une preuve de fréquentation à la fin de la session.

La reconnaissance du statut de personne dépendante tel que défini à l'alinéa précédent permet à la personne salariée de conserver son niveau de prime d'isolement et d'éloignement et à l'enfant à charge de bénéficier des dispositions relatives aux sorties.

Toutefois, les frais de transport alloués à l'enfant à charge et issus d'autres programmes, sont déduits des avantages relatifs aux sorties pour cette ou cet enfant à charge.

De plus, l'enfant de vingt-cinq (25) ans ou moins qui n'est plus considéré comme personne dépendante pour l'application du présent paragraphe et qui fréquente à temps plein une école postsecondaire reconnue d'intérêt public détiendra à nouveau le statut de personne dépendante s'il se conforme aux conditions 1) et 3) précédemment mentionnées.

2. Point de départ :

Domicile au sens légal du terme au moment de l'embauchage, dans la mesure où le domicile est situé dans l'une ou l'autre des localités du Québec. Ledit point de départ peut être modifié par entente entre l'employeur et la personne salariée sous réserve que celui-ci soit situé dans l'une ou l'autre des localités du Québec.

Le fait pour une personne salariée déjà couverte par la présente annexe de changer d'employeur n'a pas pour effet de modifier son point de départ.

1.02 Secteurs :

Secteur V

Les localités de Tasiujak, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqtuaq, Akulivik, Kangiqsujaq, Kangirsuk, Salluit, Tarpangajuk et Umiujaq.

Secteur IV

Les localités de Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvirnituk, Kuujuaq, Kuujuarapik, Whapmagoostui, Schefferville et Kawawachikamach.

Secteur III

- Le territoire situé au nord du cinquante et unième (51^e) degré de latitude incluant Mistissini, Chisasibi, Oujé-Bougoumou, Radisson et Waswanipi à l'exception de Fermont et des localités spécifiées aux secteurs IV et V;
- Les localités de Parent, Sanmaur et Clova;
- Le territoire de la Côte-Nord, s'étendant à l'est de Havre-St-Pierre, jusqu'à la limite du Labrador, y compris l'Île d'Anticosti.

Secteur II

- La municipalité de Fermont;
- Le territoire de la Côte-Nord, situé à l'est de la Rivière Moisie et s'étendant jusqu'à Havre-St-Pierre inclusivement;
- Les Îles-de-la-Madeleine.

Secteur I

- Les localités de Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue et Ville-Marie.

SECTION II NIVEAU DES PRIMES

2.01 La personne salariée travaillant dans un des secteurs ci-haut mentionnés reçoit une prime annuelle d'isolement et d'éloignement de :

Secteurs	Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
Avec dépendants					
Secteur V	23 426	24 082	24 708	25 326	26 212
Secteur IV	19 856	20 412	20 943	21 467	22 218
Secteur III	15 267	15 694	16 102	16 505	17 083
Secteur II	12 137	12 477	12 801	13 121	13 580
Secteur I	9 813	10 088	10 350	10 609	10 980
Sans dépendant					
Secteur V	13 288	13 660	14 015	14 365	14 868
Secteur IV	11 265	11 580	11 881	12 178	12 604
Secteur III	9 544	9 811	10 066	10 318	10 679
Secteur II	8 089	8 315	8 531	8 744	9 050
Secteur I	6 860	7 052	7 235	7 416	7 676

2.02 La personne salariée à temps partiel travaillant dans un des secteurs ci-haut mentionnés reçoit cette prime au prorata des heures rémunérées.

2.03 Le montant de la prime d'isolement et d'éloignement est ajusté au prorata de la durée de l'affectation de la personne salariée sur le territoire de l'employeur compris dans un secteur décrit à la section I.

2.04 Sous réserve du paragraphe 2.03, l'employeur cesse de verser la prime d'isolement et d'éloignement établie en vertu de la présente section si la personne salariée et ses personnes dépendantes quittent délibérément le territoire lors d'un congé ou d'une absence rémunérée de plus de trente (30) jours. La prime d'isolement et d'éloignement est toutefois maintenue comme si la personne salariée était au travail lors d'absences pour congé annuel, congé férié, congé de maladie, congé de maternité, congé de paternité, congé d'adoption, retrait préventif, accident du travail ou maladie professionnelle.

2.05 Dans le cas où les personnes conjointes travaillent pour le même employeur ou que l'un et l'autre travaillent pour deux (2) employeurs différents des secteurs public et parapublic, une (1) seule des personnes conjointes peut se prévaloir de la prime applicable à la personne salariée avec personnes dépendantes, s'il y a une (1) ou des personnes dépendantes autres que la personne conjointe. S'il n'y a pas d'autres personnes dépendantes que la personne conjointe, chacun a droit à la prime sans personne dépendante, et ce, nonobstant la définition de l'expression « personne dépendante » du paragraphe 1.01 de la section 1 de la présente annexe.

2.06 La personne salariée en congé de maternité, de paternité ou d'adoption qui demeure sur le territoire pendant son congé continue de bénéficier des dispositions de la présente annexe.

SECTION III AUTRES BÉNÉFICES

3.01 L'employeur assume les frais suivants de toute personne salariée recrutée au Québec à plus de cinquante (50) kilomètres de la localité où elle est appelée à exercer ses fonctions, pourvu que cette localité soit située dans l'un des secteurs décrits à la section I :

- a) le coût du transport de la personne salariée déplacée et de ses personnes dépendantes;
- b) le coût du transport de ses effets personnels et de ceux de ses personnes dépendantes jusqu'à concurrence de :
 - deux cent vingt-huit (228) kg pour chaque personne adulte ou chaque enfant de douze (12) ans et plus;
 - cent trente-sept (137) kg pour chaque enfant de moins de douze (12) ans;
- c) le coût du transport de ses meubles meublants (y inclus les ustensiles courants) s'il y a lieu autres que ceux fournis par l'employeur;
- d) le coût du transport du véhicule motorisé s'il y a lieu, et ce, par route, par bateau ou par train;
- e) le coût d'entreposage de ses meubles meublants et de ses effets personnels s'il y a lieu.

3.02 La personne salariée n'a pas droit au remboursement de ces frais si elle est en bris de contrat pour aller travailler chez un autre employeur avant le soixante-et-unième (61^e) jour de calendrier de séjour sur le territoire à moins que le syndicat et l'employeur n'en conviennent autrement.

3.03 Dans le cas où la personne salariée admissible aux dispositions des alinéas b), c) et d) du paragraphe 3.01 décide de ne pas s'en prévaloir immédiatement en totalité ou en partie, elle y demeure admissible pendant les deux (2) années qui suivent la date de son début d'affectation.

3.04 Ces frais sont payables à condition que la personne salariée ne se les fasse pas rembourser par un autre régime, tel le régime fédéral de la mobilité de la main-d'œuvre ou que la personne conjointe n'ait pas reçu un bénéfice équivalant de la part de son employeur ou d'une autre source et uniquement dans les cas suivants :

- a) lors de la première affectation de la personne salariée : du point de départ au lieu d'affectation;
- b) lors d'une affectation subséquente ou d'une mutation à la demande de l'employeur ou de la personne salariée : du lieu d'affectation à un autre;
- c) lors du bris de contrat, de la démission ou du décès de la personne salariée : du lieu d'affectation au point de départ; dans le cas des secteurs I et II, le remboursement n'est toutefois effectué qu'au prorata du temps travaillé par rapport à une période de référence établie à un (1) an, sauf dans le cas de décès;
- d) lorsqu'une personne salariée obtient un (1) congé aux fins d'études : du lieu d'affectation au point de départ; dans ce dernier cas, les frais visés à la section III sont également payables à la personne salariée dont le point de départ est situé à cinquante (50) km ou moins de la localité où elle exerce ses fonctions.

3.05 Aux fins de la présente section, ces frais sont assumés par l'employeur entre le point de départ et le lieu d'affectation ou remboursés sur présentation de pièces justificatives.

Dans le cas de la personne salariée recrutée à l'extérieur du Québec, ces frais sont assumés par l'employeur sans excéder l'équivalent des coûts entre Montréal et la localité où la personne salariée est appelée à exercer ses fonctions.

Dans le cas où les personnes conjointes travaillent pour le même employeur, une (1) seule des personnes conjointes peut se prévaloir des bénéfices accordés à la présente section.

3.06 Le poids de deux cent vingt-huit (228) kilogrammes prévu à l'alinéa b) du paragraphe 3.01 est augmenté de quarante-cinq (45) kilogrammes par année de service passée sur le territoire à l'emploi de l'employeur. Cette disposition couvre exclusivement la personne salariée.

SECTION IV SORTIES

4.01 L'employeur assume directement ou rembourse à la personne salariée recrutée à plus de cinquante (50) kilomètres de la localité où elle exerce ses fonctions, les frais inhérents aux sorties suivantes pour elle et ses personnes dépendantes :

- a) pour les localités du secteur III, sauf celles énumérées à l'alinéa suivant, pour les localités des secteurs IV et V et celle de Fermont : quatre (4) sorties par année pour les personnes salariées sans personnes dépendantes et trois (3) sorties par année pour les personnes salariées avec personnes dépendantes.
- b) pour les localités de Clova, Havre-St-Pierre, Parent, Sanmaur et les Îles-de-la-Madeleine : une (1) sortie par année.

Le fait que la personne conjointe de la personne salariée travaille pour l'employeur ou un employeur des secteurs public et parapublic ne doit pas avoir pour effet de faire bénéficier la personne salariée d'un nombre de sorties payées par l'employeur supérieur à celui prévu à la convention collective.

Ces frais sont assumés directement ou remboursés sur production de pièces justificatives pour la personne salariée et ses personnes dépendantes jusqu'à concurrence, pour chacune, de l'équivalent du prix par avion d'un passage aller-retour de la localité d'affectation jusqu'au point de départ situé au Québec ou jusqu'à Montréal.

Dans le cas des sorties accordées à la personne salariée avec personnes dépendantes, il n'est pas nécessaire qu'une sortie soit prise en même temps par l'ensemble des personnes y ayant droit. Toutefois, cela ne doit pas avoir pour effet de faire bénéficier la personne salariée ou ses personnes dépendantes d'un nombre de sorties payées par l'employeur supérieur à celui prévu à la convention collective.

4.02 Dans les cas prévus aux alinéas a) et b) du paragraphe 4.01, une (1) sortie peut être utilisée par la personne conjointe non résidente pour rendre visite à la personne salariée habitant une (1) des régions mentionnées au paragraphe 1.02.

4.03 Lorsqu'une personne salariée ou l'une de ses personnes dépendantes doit être évacuée d'urgence de son lieu de travail situé dans l'une ou l'autre des localités prévues au paragraphe 4.01 pour cause de maladie, d'accident ou de complication liée à la grossesse, l'employeur défraie le coût du transport par avion aller-retour. La personne salariée doit prouver la nécessité de cette évacuation. Une attestation de l'infirmière ou de l'infirmier ou de la ou du médecin du poste ou si l'attestation ne peut être obtenue localement, un certificat médical de la ou du médecin traitant est accepté comme preuve.

L'employeur défraie également le transport par avion aller-retour de la personne qui accompagne la personne évacuée du lieu de travail.

4.04 L'employeur accorde une permission d'absence sans solde à la personne salariée lorsqu'une de ses personnes dépendantes doit être évacuée d'urgence dans le cadre du paragraphe 4.03 afin de lui permettre de l'accompagner.

4.05 Une personne salariée originaire d'une localité située à plus de cinquante (50) kilomètres de son lieu d'affectation, ayant été recrutée sur place et ayant obtenu ses droits de sortie parce qu'elle y vivait maritalement avec une personne conjointe du secteur public, continue de bénéficier du droit aux sorties prévues au paragraphe 4.01 même si elle perd son statut de personne conjointe.

4.06 Sous réserve d'une entente avec l'employeur relativement aux modalités de récupération, la personne salariée visée par les dispositions du paragraphe 4.01 peut anticiper au plus une (1) sortie dans le cas du décès d'une personne proche parente qui résidait à l'extérieur de la localité dans laquelle elle travaille. Au sens du présent paragraphe, la personne proche parente est définie comme suit : personne conjointe, enfant, père, mère, frère, sœur, beau-père, belle-mère, gendre et bru. Toutefois, en aucun cas cette anticipation ne peut conférer à la personne salariée ou à ses personnes dépendantes un nombre de sorties supérieur à celui auquel elle a droit.

4.07 À chaque année, la personne salariée bénéficiant du remboursement des frais encourus pour les sorties a droit, au 1^{er} mars, à une compensation annuelle équivalente à cinquante pour cent (50 %) du montant des frais encourus pour la troisième (3^e) et quatrième (4^e) sortie de l'année civile précédente. Cette compensation annuelle est payée lors du versement de la paie comprenant le 1^{er} mars.

SECTION V REMBOURSEMENT DE DÉPENSES DE TRANSIT

5.01 L'employeur rembourse à la personne salariée, sur présentation de pièces justificatives, les dépenses encourues en transit (repas, taxi et hébergement s'il y a lieu), pour elle-même et ses personnes dépendantes, lors de l'embauchage et de toute sortie prévue à la convention collective, à la condition que ces frais ne soient pas assumés par un transporteur.

Telles dépenses sont limitées aux montants prévus à l'article 27 (Allocations de déplacements), ou à défaut selon la politique établie par l'employeur applicable à l'ensemble des personnes salariées.

SECTION VI DÉCÈS DE LA PERSONNE SALARIÉE

6.01 Dans le cas du décès de la personne salariée ou de l'une de ses personnes dépendantes, l'employeur paie le transport pour le rapatriement de la dépouille mortelle. De plus, dans le cas du décès de la personne salariée, l'employeur rembourse aux personnes dépendantes les frais inhérents au déplacement aller-retour du lieu d'affectation au lieu d'inhumation situé au Québec.

SECTION VII TRANSPORT DE NOURRITURE

7.01 La personne salariée qui ne peut pourvoir à son propre approvisionnement en nourriture dans les secteurs V et IV, dans les localités de Oujé-Bougoumou, Chisasibi, Radisson, Mistissini et Waswanipi parce qu'il n'y a pas de source d'approvisionnement dans sa localité, bénéficie du paiement des frais de transport de cette nourriture jusqu'à concurrence des masses suivantes :

- sept cent vingt-sept (727) kg par année par personne adulte et par enfant de douze (12) ans et plus;
- trois cent soixante-quatre (364) kg par année par enfant de moins de douze (12) ans.

Ce bénéfice est accordé selon l'une ou l'autre des formules suivantes :

- a) soit que l'employeur se charge lui-même du transport en provenance de la source la plus accessible ou de la plus économique au point de vue transport et en assume directement le coût;
- b) soit qu'il verse à la personne salariée une allocation équivalant au coût qui aurait été encouru selon la première formule.

7.02 La personne salariée bénéficiant du remboursement des frais de transport de nourriture prévu au paragraphe 7.01, a droit annuellement au 1^{er} mars, à une indemnité additionnelle égale à soixante-six pour cent (66 %) du montant des dépenses encourues pour le transport de nourriture de l'année civile précédente.

SECTION VIII VÉHICULE À LA DISPOSITION DE LA PERSONNE SALARIÉE

8.01 Dans toutes les localités où les véhicules privés sont interdits, la mise de véhicules à la disposition des personnes salariées pourra faire l'objet d'arrangements locaux.

SECTION IX LOGEMENT

9.01 Les obligations et pratiques portant sur la fourniture d'un logement par l'employeur à la personne salariée, au moment de l'embauchage, sont maintenues aux seuls endroits où elles existaient déjà.

9.02 Les loyers facturés aux personnes salariées qui bénéficient d'un logement dans les secteurs V, IV, III et Fermont sont maintenus à leur niveau du 31 décembre 1989.

9.03 Sur demande du syndicat, l'employeur explique les motifs d'attribution des logements. De même, sur demande du syndicat, il l'informe des mesures d'entretien existantes.

SECTION X PRIME DE RÉTENTION

La personne salariée travaillant dans les localités de Sept-Îles (dont Clarke City) et Port-Cartier reçoit une prime de rétention équivalant à 8 % du salaire annuel.

SECTION XI DISPOSITIONS DES CONVENTIONS COLLECTIVES ANTÉRIEURES

L'employeur accepte de reconduire, pour chaque personne salariée qui en bénéficiait au 31 décembre 1989, les ententes concernant les sorties pour les personnes salariées embauchées à moins de cinquante (50) kilomètres à Schefferville et Fermont.

ANNEXE N

CONDITIONS PARTICULIÈRES AUX PERSONNES SALARIÉES TITULAIRES D'UN POSTE À TEMPS COMPLET TRAVAILLANT SUR UN QUART STABLE DE NUIT

Les présentes dispositions s'appliquent aux personnes salariées qui, à la date de la signature de la présente convention collective, sont titulaires d'un poste à temps complet travaillant sur un quart stable de nuit et bénéficient d'une (1) fin de semaine de congé de trois (3) journées consécutives par période de deux (2) semaines.

1.01 La personne salariée qui bénéficie d'une (1) fin de semaine de congé de trois (3) journées consécutives par période de deux (2) semaines, continue de bénéficier de cette journée additionnelle de congé payé.

1.02 Toutefois, lors de toute absence pour laquelle la personne salariée reçoit une rémunération, une prestation ou une indemnité, le salaire¹ ou, le cas échéant, le salaire¹ servant à établir telle prestation ou indemnité, est réduit, lors de cette absence, du pourcentage de la prime de nuit qui lui serait applicable en vertu de l'alinéa 2 du paragraphe 9.06 de la convention collective.

L'alinéa précédent ne s'applique pas lors des absences suivantes :

- a) congés fériés;
- b) congé annuel;
- c) congé de maternité, de paternité et d'adoption;
- d) absence pour invalidité à compter de la huitième (8^e) journée ouvrable;
- e) absence pour lésion professionnelle reconnue comme telle selon les dispositions de la Loi sur les accidents du travail et les maladies professionnelles (RLRQ, c. A-3.001).

1.03 Lorsque la conversion de la prime de nuit en temps chômé excède vingt-quatre (24) jours, la personne salariée reçoit, au plus tard le 15 décembre de chaque année, un montant équivalant au nombre de jours non utilisés qui excède vingt-quatre (24) jours calculé selon la formule suivante :

$$\begin{array}{ccc} \text{Nombre de jours} & & \left[\begin{array}{c} \text{Nombre de jours travaillés} \\ \text{durant l'année de référence} \\ 204^2 \end{array} \right] \\ \text{en excédent de 24} & \times & \end{array}$$

¹ Salaire : Le salaire s'entend du salaire de base majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H.

² Lorsque la personne salariée bénéficie de plus de vingt (20) jours de congé annuel, le nombre deux-cent quatre (204) est réduit du nombre de jours excédant vingt (20).

Pour la première (1^{re}) année d'application, ce montant est réduit sur la base du nombre de jours compris entre la date d'entrée en vigueur de la présente convention collective et le 31 novembre 2024 divisé par 365 jours.

En cas de départ, de changement de statut ou de quart de travail, les sommes dues, le cas échéant, sont calculées selon la formule ci-haut prévue en tenant compte du nombre de jours travaillés entre le 1^{er} décembre et la date du départ, du changement de statut ou de quart, selon le cas.

1.04 La personne salariée visée à la présente annexe peut réintégrer un horaire complet de travail selon des modalités à convenir entre l'employeur, le syndicat et la personne salariée.

1.05 La personne salariée qui bénéficie des congés payés en vertu de la présente annexe conserve son statut de personne salariée à temps complet.

1.06 La personne salariée visée par la présente annexe ne bénéficie pas de la prime de nuit prévue à l'alinéa 2 du paragraphe 9.05, sauf lorsqu'elle effectue du temps supplémentaire sur le quart de nuit.

ANNEXE O

CONDITIONS PARTICULIÈRES POUR LA GARDE FERMÉE, L'ENCADREMENT INTENSIF ET L'ÉVALUATION DES SIGNALEMENTS

ARTICLE 1 CHAMP D'APPLICATION

La présente annexe s'adresse aux personnes salariées affectées à la surveillance ou à la réadaptation des jeunes placés en milieu de garde fermée en vertu de la Loi sur le système de justice pénale pour adolescent (L.C. 2002, c. 1) ou dans les unités où s'applique un programme d'encadrement intensif ainsi qu'aux personnes salariées intervenantes psychosociales dont la tâche comporte une composante importante et régulière d'évaluation des signalements reçus en vertu de la Loi sur la protection de la jeunesse (RLRQ, c. P-34.1).

Les personnes salariées couvertes par l'annexe relative à la prime particulière aux personnes salariées des centres d'accueil travaillant en milieu sécuritaire de la convention collective 95-98 des centres de réadaptation et qui continuent d'exercer les mêmes fonctions sont couvertes par la présente annexe.

ARTICLE 2 CONGÉS MOBILES

2.01 À compter de la date de signature de la convention collective, la personne salariée à temps complet a droit au 1^{er} juillet de chaque année et par mois travaillé, à une demi-journée (1/2) de congé jusqu'à un maximum de cinq (5) jours par année

2.02 La personne salariée qui laisse l'affectation lui permettant de se prévaloir de ces congés est payée, pour tous les congés ainsi acquis et non utilisés, selon la rémunération qu'elle recevrait si elle les prenait alors.

2.03 La personne salariée à temps partiel n'a pas droit à la prise de ces congés mobiles, mais elle recevra une compensation monétaire, versée sur chaque paie, égale à 2,2 % applicable :

- sur le salaire, les primes¹ et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H;
- sur le salaire qu'elle aurait reçu n'eut été d'une absence pour maladie non rémunérée survenue alors qu'elle était affectée à son poste ou à une assignation;
- sur le salaire de base à partir duquel est établie l'indemnité de congé de maternité, de paternité, d'adoption et de retrait préventif. Cependant, le montant calculé pendant un retrait préventif n'est pas versé sur chaque paie mais accumulé et versé en même temps que la paie de vacances.

¹ Les primes de fin de semaine, de soir et de nuit et de quart de rotation ne sont pas considérées.

ARTICLE 3 ÉTABLISSEMENTS VISÉS

3.01 Pour la garde fermée, les présentes dispositions s'appliquent aux établissements visés par la loi. Les établissements sont les suivants :

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

Unités de réadaptation Rimouski :
Unité Le Quai

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

Point de service Val-du-Lac :
Avant-garde
Escale

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

Unité Northview
Unité Jeanne-Sauvé
Unité Dara

3.02 Les présentes dispositions s'appliquent aux personnes salariées œuvrant dans la mission centre de protection de l'enfance et de la jeunesse qui effectuent l'évaluation des signalements et celles œuvrant dans la mission centre de réadaptation pour les jeunes en difficulté d'adaptation dans les unités d'encadrement intensif visées par la présente annexe.

ANNEXE P

CONDITIONS PARTICULIÈRES AUX PERSONNES SALARIÉES TRAVAILLANT DANS UNE UNITÉ SPÉCIFIQUE

ARTICLE 1 CHAMP D'APPLICATION

La présente annexe s'applique aux centres d'hébergement et de soins de longue durée reconnus par le ministère de la Santé et des Services sociaux (MSSS) comme devant offrir des soins à des usagers admis en unité spécifique.

ARTICLE 2 CONGÉS MOBILES

2.01 La personne salariée à temps complet qui travaille dans une unité spécifique des établissements énumérés à l'article 3, a droit, au 1^{er} juillet de chaque année et par mois travaillé, à une demi-journée de congé jusqu'à un maximum de cinq (5) jours par année.

2.02 La personne salariée qui laisse son affectation à l'unité spécifique est payée, pour tous les congés ainsi acquis et non utilisés, selon l'indemnité qu'elle recevrait si elle les prenait alors.

2.03 La personne salariée à temps partiel travaillant dans une unité spécifique n'a pas droit à la prise de ces congés mobiles, mais elle recevra une compensation monétaire, versée sur chaque paie, égale à 2,2 % applicable :

- sur le salaire, les suppléments, les primes¹ et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H, versé sur chaque paie;
- sur le salaire qu'elle aurait reçu n'eut été d'une absence pour maladie non rémunérée survenue alors qu'elle était affectée à son poste ou à une assignation, versé sur chaque paie;
- sur le salaire à partir duquel sont établies l'indemnité de congé de maternité, de paternité, d'adoption et de retrait préventif. Cependant, le montant calculé pendant un retrait préventif n'est pas versé à chaque paie mais accumulé et versé en même temps que la paie de vacances.

ARTICLE 3 ÉTABLISSEMENTS VISÉS

Les établissements suivants sont visés par les dispositions de la présente annexe :

ESTRIE (05)

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

- Hôpital et centre d'hébergement Argyll.

¹ Les primes de fin de semaine, de soir et de nuit et de quart de rotation ne sont pas considérées.

MONTREAL (06)

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

- Centre d'hébergement Armand-Lavergne;
- Centre d'hébergement des Seigneurs;
- Centre d'hébergement Émilie-Gamelin;
- Centre d'hébergement Yvon-Brunet.

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

- Centre d'hébergement Jeanne-Le Ber;
- Centre d'hébergement Pierre-Joseph-Triest;
- Centre d'hébergement Rousselot.

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

- Centre d'hébergement de Lachine.

ABITIBI-TÉMISCAMINGUE (08)

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

- CHSLD Macamic.

ANNEXE Q

CONDITIONS PARTICULIÈRES S'APPLIQUANT AUX PERSONNES SALARIÉES ŒUVRANT DANS LA MISSION CENTRE DE PROTECTION DE L'ENFANCE ET DE LA JEUNESSE OU CENTRE DE RÉADAPTATION POUR LES JEUNES EN DIFFICULTÉ D'ADAPTATION

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente convention collective s'appliquent à la personne salariée œuvrant dans la mission centre de protection de l'enfance et de la jeunesse ou centre de réadaptation pour les jeunes en difficulté d'adaptation, dans la mesure où elles ne sont pas autrement modifiées par les dispositions de la présente annexe.

ARTICLE 2 RÉMUNÉRATION

L'article 7 de la convention collective est modifié par l'ajout des dispositions suivantes :

2.01 Au terme d'un délai de trente (30) jours de sa nomination à un poste vacant ou nouvellement créé, la personne salariée est réputée occuper ce nouveau poste avec tous les avantages qui en découlent.

2.02 Le premier échelon de l'emploi d'aide sociale ou aide social correspondant à onze (11) ans de scolarité, un échelon supplémentaire par année de scolarité additionnelle est accordé jusqu'à un maximum de deux (2) échelons supplémentaires.

2.03 La personne salariée du titre d'emploi d'aide sociale ou aide social inscrite au cours collégial de technique d'assistance sociale reconnu par le ministère de l'Éducation et de l'Enseignement supérieur bénéficie d'un échelon supplémentaire dans l'échelle de salaire de son titre d'emploi.

2.04 L'aide sociale ou aide social qui obtient le diplôme de technicienne ou technicien en travail social est classé dans l'échelle de salaire de la technicienne ou du technicien en travail social à l'échelon qui correspond au salaire immédiatement supérieur au salaire qu'elle recevait, ou s'il est plus avantageux pour la personne salariée, à l'échelon qui correspond à ses années d'expérience pertinente et des dispositions des paragraphes 2.02 et 2.03.

ARTICLE 3 ASSURANCE RESPONSABILITÉ

Le paragraphe 32.02 de la convention collective est modifié par l'ajout de l'alinéa suivant :

Une personne salariée qui à la suite d'une sommation agit comme témoin expert dans un procès, est autorisée à s'absenter le temps requis pour ce faire et ne subit aucune diminution de traitement. Par ailleurs, elle s'engage à remettre à l'établissement, dès sa réception, l'indemnité qu'elle reçoit pour le temps où elle agit comme témoin expert.

ARTICLE 4 ÉQUIPE DE REMPLACEMENT

Le paragraphe 15.01 de la convention collective est modifié par l'ajout de la disposition suivante :

L'assignation des personnes salariées de l'équipe de remplacement se fait dans l'ordre inverse de leur ancienneté et dans des postes comparables.

ARTICLE 5 PRIME D'ENCOURAGEMENT À L'ÉTUDE

L'article suivant s'applique aux personnes salariées visées, le 30 juin 2003, par la convention collective SCFP-CPEJ 2000-2003.

Toute personne salariée à temps complet au service de l'employeur à la date d'entrée en vigueur de la présente convention collective, chaque fois qu'elle complète et réussit en cours d'emploi une tranche de quinze (15) unités (crédits) conduisant à l'obtention du diplôme d'études collégiales de techniques en assistance sociale ou de travail social reçoit une prime d'encouragement à l'étude de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
618,00	635,00	652,00	668,00	691,00

La personne salariée des titres d'emploi d'aide sociale ou aide social, technicienne ou technicien en travail social et technicienne ou technicien aux contributions obtient, chaque fois qu'elle complète et réussit une tranche de trente (30) unités (crédits), un (1) échelon supplémentaire dans son échelle.

Par ailleurs, si à la suite de l'obtention d'une partie ou de la totalité des quinze (15) unités (crédits), la personne salariée bénéficie d'un (1) échelon supplémentaire, elle ne peut recevoir la prime d'encouragement à l'étude prévue au paragraphe précédent.

Cette prime n'est versée qu'une seule fois pour les mêmes unités (crédits) obtenus.

Les équivalences et les exemptions ne sont pas considérées.

ANNEXE R

CONDITIONS PARTICULIÈRES S'APPLIQUANT AUX PERSONNES SALARIÉES ŒUVRANT DANS UN ÉTABLISSEMENT PRIVÉ CONVENTIONNÉ

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente convention s'appliquent aux personnes salariées œuvrant dans un établissement privé conventionné dans la mesure où elles ne sont pas autrement modifiées par la présente annexe.

ARTICLE 2 CONTRAT D'ENTREPRISE

L'article 2 suivant de la présente annexe remplace l'article 29 de la convention collective.

Tout contrat entre l'employeur et une tierce personne ayant pour effet de soustraire, directement ou indirectement, partie ou totalité des tâches accomplies par les personnes salariées couvertes par le certificat d'accréditation syndicale, oblige l'employeur vis-à-vis le syndicat et ses personnes salariées, comme suit :

1. Aviser la tierce partie de l'existence du certificat d'accréditation, de la convention et de leur contenu.
2. Ne procéder à aucune mise à pied, congédiement ou licenciement, découlant directement ou indirectement d'un tel contrat.
3. Tout changement aux conditions de travail d'une personne salariée affectée par suite de ce contrat, doit se faire conformément aux dispositions de la présente convention traitant des mises à pied.

Dans le cas de travaux accomplis par les personnes salariées dans les services de l'entretien ménager, de l'alimentation (cuisine et cafétéria) et des soins infirmiers, les contrats d'entreprise à être adjudés par l'employeur ou renouvelés par lui, devront prévoir que le taux de salaire et les bénéfices marginaux à être octroyés aux personnes salariées d'un sous-traitant travaillant chez l'employeur devront être comparables globalement aux taux du marché dans le secteur hospitalier pour les mêmes titres d'emploi.

Sont présumés comparables globalement, les taux de salaires et les bénéfices marginaux pour les personnes salariées d'un sous-traitant dont les taux de salaires et les bénéfices marginaux sont déterminés par convention collective.

ARTICLE 3 PRIME

L'article 9 de la convention collective est modifié par l'ajout de la disposition suivante :

La personne salariée qui a suivi le cours d'initiation à l'approche des personnes bénéficiaires chroniques reçoit, si elle a réussi son examen, une prime hebdomadaire de :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
10,93	11,24	11,53	11,82	12,23

ARTICLE 4 ACCRÉDITATION ET CHAMP D'APPLICATION

Le dernier alinéa du paragraphe 4.09 (congédiement à l'arbitrage) de la convention collective ne s'applique pas.

ANNEXE S

CONDITIONS PARTICULIÈRES AUX PERSONNES SALARIÉES EN SOINS INFIRMIERS ET CARDIORESPIRATOIRES

Article 1 Champ d'application

1.01 Les dispositions de la présente annexe s'appliquent aux personnes salariées de la catégorie du personnel en soins infirmiers et cardiorespiratoires à l'exception des personnes salariées qui détiennent l'un des titres d'emploi suivants : externe en soins infirmiers, externe en inhalothérapie, candidat ou candidate à l'exercice de la profession d'infirmier ou infirmière ou candidat ou candidate à l'exercice de la profession d'infirmier ou infirmière auxiliaire.

Ces dispositions ne s'appliquent toutefois pas aux personnes salariées dans les établissements où les parties locales ont convenu, par entente, de se soustraire à l'application du processus de titularisation.

Cette entente ne peut viser que les regroupements de titres d'emploi qui comptent vingt (20) personnes salariées ou moins en équivalent temps complet (ETC). Les regroupements sont les suivants :

- titres d'emploi d'infirmières;
- titres d'emploi d'infirmières auxiliaires;
- titres d'emploi d'inhalothérapeutes;
- perfusionniste clinique.

Une entente visant à se soustraire au processus de titularisation conclue en vertu de la convention collective 2006-2010 continue de s'appliquer en autant que les regroupements des titres d'emploi ci-haut visés comptent toujours vingt (20) personnes salariées ou moins en ETC. Dans le cas où le nombre de personnes salariées devient supérieur à vingt (20) dans l'un des regroupements de titre d'emploi, l'entente devient caduque.

1.02 La personne salariée répondant à l'un des critères suivants peut se soustraire aux dispositions de la présente annexe :

- être détentrice d'un poste répondant aux modalités de la présente annexe dans un autre établissement du secteur de la santé et des services sociaux;
- détenir une charge d'enseignement dans une maison d'enseignement reconnue;
- être âgée de cinquante-cinq (55) ans et plus;
- poursuivre à temps plein des études dispensées par une maison d'enseignement reconnue, et ce, dans une même discipline ou une discipline connexe à celle mentionnée dans le libellé de son titre d'emploi.

Article 2 Personne salariée à temps partiel

2.01 Ce paragraphe remplace le troisième (3^e) alinéa du paragraphe 1.01 de la convention collective :

« La personne salariée à temps partiel » désigne toute personne salariée qui travaille un nombre d'heures inférieur à celui prévu à son titre d'emploi. Toutefois, la personne salariée à temps partiel, à l'exclusion de l'externe en soins infirmiers ou en inhalothérapie et de la candidate à l'exercice de la profession d'infirmière ou du candidat à l'exercice de la profession d'infirmier, détient un poste qui

comporte au minimum quatorze (14) quarts de travail par vingt-huit (28) jours¹. Une personne salariée à temps partiel qui fait exceptionnellement le total des heures prévues à son titre d'emploi conserve son statut de personne salariée à temps partiel.

Article 3 Mesures spéciales

3.01 La personne salariée visée par une mesure spéciale prévue à l'article 14 de la convention collective qui refuse d'effectuer un choix de poste, par supplantation ou autrement, ou qui refuse un transfert est réputée avoir démissionné.

3.02 La personne salariée concernée par une mesure spéciale prévue à l'article 14 et qui n'a pu obtenir de poste par transfert ou supplantation est mise à pied, inscrite au service national de main-d'œuvre (SNMO) et bénéficie des dispositions relatives à la priorité d'emploi (15.02) ou à la sécurité d'emploi (15.03).

Article 4 Sécurité d'emploi

4.01 Ce paragraphe remplace le premier (1^{er}) alinéa du paragraphe 15.02 de la convention collective :

La personne salariée ayant moins de deux (2) ans d'ancienneté et qui est mise à pied bénéficie d'une priorité d'emploi dans le secteur de la santé et des services sociaux. Son nom est inscrit sur la liste du SNMO et son remplacement se fait selon les mécanismes prévus à l'article 15 de la présente convention.

4.02 Ce paragraphe remplace les dispositions relatives à la notion de poste disponible prévues au paragraphe 15.05 de la convention collective :

Aux fins de l'application du présent article, un poste à temps complet ou à temps partiel est considéré disponible lorsque, selon les dispositions relatives aux mutations volontaires, il n'y a eu aucune candidature ou qu'aucune personne salariée parmi celles qui ont posé leur candidature ne rencontre les exigences normales de la tâche ou que le poste devrait être accordé, en vertu des dispositions relatives aux mutations volontaires, à une candidate personne salariée à temps partiel, possédant moins d'ancienneté qu'une personne salariée visée au paragraphe 15.03 inscrite au SNMO.

Aucun établissement ne pourra recourir à une personne salariée à temps partiel possédant moins d'ancienneté qu'une personne salariée visée au paragraphe 15.03 inscrite au SNMO ou embaucher une personne candidate de l'extérieur pour un poste disponible à temps complet ou à temps partiel tant et aussi longtemps que des personnes salariées visées au paragraphe 15.03, inscrites au SNMO, peuvent satisfaire aux exigences normales de la tâche pour un tel poste.

4.03 La personne salariée en sécurité d'emploi qui refuse une offre de poste ou qui refuse un recyclage sans motif valable est réputée avoir démissionné.

¹ L'employeur bénéficie d'un délai de six (6) mois suivant la date d'entrée en vigueur de la convention collective pour procéder au rehaussement des postes des personnes salariées à temps partiel d'un minimum de huit (8) quarts de travail par vingt-huit (28) jours à un minimum de quatorze (14) quarts de travail par vingt-huit (28) jours tel que prévu à la section III de la lettre d'entente no 20.

Article 5 Congé sans solde pour œuvrer dans un établissement nordique

5.01 La personne salariée visée à l'alinéa g) du paragraphe 18.06 qui refuse d'utiliser le mécanisme de supplantation et/ou mise à pied alors qu'il lui est possible de le faire est réputée avoir démissionné.

Article 6 Droits parentaux

6.01 Le dernier alinéa du paragraphe 22.18 et les deux (2) derniers alinéas des paragraphes 22.29A et 25.10 ne s'appliquent pas à la personne salariée visée par la présente annexe.

ANNEXE T

CONDITIONS PARTICULIÈRES À L'EXTERNE EN TECHNOLOGIE MÉDICALE

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la convention collective, à l'exception de l'article 18, s'appliquent dans la mesure où elles ne sont pas autrement modifiées par la présente annexe aux externes en technologie médicale pour la durée de leur emploi, telle que prévue à la réglementation.

ARTICLE 2 PÉRIODE DE PROBATION

L'externe en technologie médicale qui, après son externat, est réembauché ou intégré dans un titre d'emploi de technologiste médical ou technologiste médicale est soumis à une nouvelle période de probation.

ARTICLE 3 ANCIENNETÉ

Malgré les dispositions prévues au deuxième (2^e) alinéa du paragraphe 12.10 de la convention collective, la personne salariée se voit reconnaître son ancienneté accumulée à titre d'externe en technologie médicale si, dans un délai de six (6) mois de la fin de ses études, elle est embauchée, dans le même établissement, comme technologiste médical ou technologiste médicale.

ARTICLE 4 RÉGIME D'ASSURANCE VIE, MALADIE ET SALAIRE

La personne salariée ne participe pas au régime d'assurance vie, maladie et salaire et reçoit les bénéfices marginaux de la personne salariée à temps partiel non visée par ce régime.

ANNEXE U

CONDITIONS PARTICULIÈRES AUX EXTERNES EN SOINS INFIRMIERS OU EN INHALOTHÉRAPIE

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la convention collective, à l'exception de l'article 18, s'appliquent dans la mesure où elles ne sont pas autrement modifiées par la présente annexe aux externes en soins infirmiers ou en inhalothérapie pour la durée de leur emploi, telle que prévue à la réglementation.

ARTICLE 2 PÉRIODE DE PROBATION

L'externe en soins infirmiers ou en inhalothérapie qui, après son externat, est réembauchée ou intégrée dans un titre d'emploi de candidat à l'exercice de la profession d'infirmier, candidate à l'exercice de la profession d'infirmière ou d'inhalothérapeute est soumise à une nouvelle période de probation.

ARTICLE 3 ANCIENNETÉ

Malgré les dispositions prévues au deuxième (2^e) alinéa du paragraphe 12.10 de la convention collective, la personne salariée se voit reconnaître son ancienneté accumulée à titre d'externe en soins infirmiers ou en inhalothérapie si, dans un délai de six (6) mois de la fin de ses études, elle est embauchée, dans le même établissement, comme candidat à l'exercice de la profession d'infirmier, candidate à l'exercice de la profession d'infirmière ou comme inhalothérapeute.

ARTICLE 4 RÉGIME D'ASSURANCE VIE, MALADIE ET SALAIRE

La personne salariée ne participe pas au régime d'assurance vie, maladie et salaire et reçoit les bénéfices marginaux de la personne salariée à temps partiel non visée par ce régime.

ANNEXE V

CONDITIONS PARTICULIÈRES AUX PERSONNES SALARIÉES AFFECTÉES AU TRAVAIL SOCIAL EN CENTRE D'ACCUEIL

Les conditions prévues dans la présente annexe s'appliquent à la personne salariée affectée au travail social à l'intérieur d'un centre d'accueil.

ARTICLE 1 REPAS

L'employeur s'engage à obtenir que les personnes salariées affectées au travail social en centre d'accueil bénéficient des mêmes conditions que les personnes salariées dudit centre d'accueil en ce qui concerne les repas.

ANNEXE W

REPAS FOURNIS AUX PERSONNES SALARIÉES DE CERTAINS TITRES D'EMPLOI

Un repas est fourni gratuitement à la personne salariée de l'un ou l'autre des titres d'emploi suivants appelée, dans l'exercice de ses fonctions, à prendre son repas avec les usagers :

- éducateur ou éducatrice (2691);
- technicien ou technicienne d'intervention en loisir (2696);
- technicien ou technicienne en éducation spécialisée (2686);
- intervenant ou intervenante spécialisé(e) en pacification et en sécurité (3547);
- intervenant ou intervenante spécialisé(e) en pacification et en sécurité chef d'équipe (3557).

ANNEXE X

HORAIRES ATYPIQUES

La personne salariée et l'employeur peuvent, par entente, mettre en place un horaire atypique comportant un nombre d'heures supérieur à la journée régulière de travail sans toutefois excéder seize (16) heures de travail. Une telle entente est d'une durée minimale d'un (1) an et est renouvelable.

Dans l'éventualité où l'entente prévoit une journée régulière de plus de douze (12) heures, l'employeur en avise le syndicat.

La personne salariée visée par un horaire atypique ne peut, en aucun cas, se voir octroyer de bénéfices supérieurs à ceux accordés à la personne salariée ayant un horaire régulier.

Lorsqu'il n'est pas possible d'accorder l'accès à l'horaire atypique à l'ensemble des personnes salariées volontaires, l'employeur déploie ledit horaire atypique en tenant compte de l'ancienneté.

Modalités d'application

Les dispositions suivantes visent à adapter les dispositions nationales correspondantes prévues à la convention collective :

1. Congés fériés

Les jours de congés fériés sont convertis le 1^{er} juillet de chaque année en heures selon la formule suivante :

$$\left(\frac{\text{Nombre d'heures de la semaine régulière de travail prévu pour un poste à temps complet}}{5 \text{ jours}} \right) \times 13 \text{ congés fériés}$$

Dans le cas où la personne salariée devient visée par un horaire atypique après le 1^{er} juillet, le nombre d'heures obtenu en application de la formule ci-haut est réduit du nombre d'heures équivalant aux jours de congés fériés déjà pris depuis cette date.

Dans le cas d'une absence pendant laquelle les congés fériés ne s'accumulent pas, le nombre d'heures déterminé selon la formule est réduit du nombre d'heures équivalant à une (1) journée régulière de travail multiplié par le nombre de congés fériés survenu durant cette absence.

Lorsque le congé férié est pris, la personne salariée est rémunérée en fonction du nombre d'heures prévu à la journée de travail de l'horaire atypique et le nombre d'heures déterminé selon la formule est réduit du nombre d'heures ainsi rémunéré.

Lorsque le congé férié coïncide avec une absence pour maladie n'excédant pas douze (12) mois, la personne salariée est rémunérée selon les dispositions du paragraphe 20.04 et le nombre d'heures

déterminé selon la formule est réduit du nombre d'heures équivalant à une (1) journée régulière de travail.

Pour la personne salariée à temps complet, l'employeur retient un nombre d'heures suffisant pour la rémunération du congé férié de la Fête nationale.

2. Autres congés

Les jours de congés énumérés ci-après sont convertis en heures selon la formule suivante :

$$\left(\frac{\text{Nombre d'heures de la semaine régulière de travail prévu pour un poste à temps complet}}{5 \text{ jours}} \right) \times \left(\text{Nombre de jours de congé prévus à la convention collective pour le congé visé} - \text{nombre de jours de congé déjà utilisé} \right)$$

Les congés visés sont :

- les congés annuels;
- les congés mobiles;
- la banque de congés de maladie;
- certains congés prévus aux droits parentaux :
 - congé spécial (paragraphe 22.20);
 - congé de paternité (paragraphe 22.21);
 - congé pour adoption (paragraphe 22.22).

Lorsque le congé est pris, la personne salariée est rémunérée en fonction du nombre d'heures prévu à la journée de travail de l'horaire atypique et le nombre d'heures déterminé selon la formule est réduit du nombre d'heures ainsi rémunérées.

3. Libérations syndicales

Lorsque le nombre d'heures de libération syndicale excède le nombre d'heures de la semaine régulière de travail prévu pour un poste à temps complet divisé en cinq (5) jours, la banque de libérations syndicales est réduite de l'équivalent en jours en appliquant la formule suivante :

$$\text{Nombre d'heures de libération syndicale de la journée de l'horaire atypique} \div \left(\frac{\text{Nombre d'heures de la semaine régulière de travail pour un poste à temps complet}}{5 \text{ jours}} \right)$$

4. Assurance salaire

Le délai de carence équivaut au nombre d'heures prévu à la semaine régulière de travail multiplié par sept (7) divisé par cinq (5).

5. Primes payables par quart de travail

Les primes payables par quart de travail sont converties en primes horaires en les divisant par le nombre d'heures de la semaine régulière de travail prévu pour un poste à temps complet divisé en cinq (5) jours.

6. Primes et suppléments hebdomadaires

Les primes et suppléments hebdomadaires sont convertis en primes et suppléments horaires en les divisant par le nombre d'heures de la semaine régulière de travail prévu pour un poste à temps complet.

7. Période de repos

Lorsque l'horaire de travail de la personne salariée comporte une journée se situant entre huit (8) heures et seize (16) heures inclusivement, la personne salariée a droit à un nombre de minutes de repos proportionnel en prenant comme base de calcul qu'elle bénéficie de trente (30) minutes de repos par journée de huit (8) heures. Ces minutes de repos sont réparties sur au moins deux (2) périodes de repos.

8. Temps supplémentaire

Aux fins de qualification au temps supplémentaire, la journée régulière de travail pour la personne salariée à temps complet ou à temps partiel et la personne salariée qui fait le remplacement est celle prévue au nouvel horaire. La semaine régulière de travail pour la personne salariée à temps complet ou la personne salariée qui en fait le remplacement pour la totalité est celle prévue au nouvel horaire. Pour la personne salariée qui fait du remplacement sur deux (2) types d'horaire, un horaire régulier et un horaire atypique, la semaine régulière de travail est celle prévue au titre d'emploi de l'horaire régulier.

Dans le cas où la personne salariée effectue un travail en temps supplémentaire, elle ne peut faire plus de seize (16) heures consécutives.

9. Accumulation de l'expérience pour la personne salariée à temps partiel

Lorsque le nombre d'heures de travail est différent de celui prévu à son titre d'emploi pour une journée régulière de travail, l'expérience se calcule, pour la journée de l'horaire atypique, en fonction des heures travaillées par rapport au nombre d'heures de la journée régulière. Toutefois, la personne salariée ne peut cumuler plus d'une (1) année d'expérience par année civile.

10. Paiement des heures non utilisées

La personne salariée qui n'a pas utilisé toutes les heures de congé converties en application de la présente annexe reçoit, dans un délai d'un (1) mois de la fin de la période prévue à la convention collective pour la prise du congé visé, le paiement des heures non utilisées qui ne permettent pas de prendre une (1) journée de congé complète chômée et payée.

11. Cessation de l'entente

L'employeur ou la personne salariée visée peut mettre fin à l'horaire atypique, avec un préavis de soixante (60) jours.

Malgré l'alinéa précédent, l'employeur et la personne salariée peuvent mettre fin à l'horaire atypique en tout temps, si elles en conviennent.

ANNEXE Y

CONDITIONS PARTICULIÈRES APPLICABLES À CERTAINES PERSONNES SALARIÉES DE LA CATÉGORIE DES TECHNICIENS ET DES PROFESSIONNELS DE LA SANTÉ ET DES SERVICES SOCIAUX VISÉES PAR LE PROCESSUS DE TITULARISATION

CONSIDÉRANT la volonté des parties de diminuer la précarité et d'assurer une plus grande stabilité des postes pour le personnel œuvrant dans les établissements du réseau de la santé et des services sociaux;

CONSIDÉRANT la volonté des parties de maximiser la contribution du personnel œuvrant dans les établissements du réseau de la santé et des services sociaux;

CONSIDÉRANT la volonté des parties de favoriser l'utilisation des services des personnes salariées afin de réduire le recours à la main-d'œuvre indépendante et au temps supplémentaire;

CONSIDÉRANT la volonté des parties de dispenser des soins et services accessibles, continus, sécuritaires et de qualité à la population;

CONSIDÉRANT la nécessité de conserver le caractère attractif des postes;

CONSIDÉRANT que l'employeur conserve l'objectif de mettre en place une structure de postes favorisant les postes à temps complet;

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente annexe s'appliquent aux personnes salariées de la catégorie des techniciens et des professionnels de la santé et des services sociaux des titres d'emploi suivants :

- agent ou agente de relations humaines (1553);
- éducateur ou éducatrice (2691);
- psychoéducateur ou psychoéducatrice (1652);
- psychologue (1546);
- sociothérapeute (Institut Pinel) (2697);
- technicien ou technicienne en éducation spécialisée (2686);
- titres d'emploi œuvrant dans les centres d'activités de laboratoires;
- titres d'emploi œuvrant dans le centre d'activités d'électrophysiologie;
- titres d'emploi œuvrant dans les centres d'activités d'imagerie médicale (radiologie, médecine nucléaire et radio-oncologie);
- travailleur social ou travailleuse sociale (1550).

Les dispositions du présent article s'appliquent également aux personnes salariées œuvrant auprès de la clientèle en mission Centre jeunesse¹.

Ces dispositions ne peuvent viser les titres d'emploi qui comptent vingt (20) ETC ou moins au sein d'une même unité de négociation.

La personne salariée répondant à l'un des critères suivants peut se soustraire du processus de titularisation :

- poursuivre à temps plein des études dispensées dans une maison d'enseignement reconnue, et ce, dans une même discipline ou une discipline connexe à celle mentionnée dans le libellé de son titre d'emploi;
- être détentrice d'un poste comportant exclusivement à l'horaire les samedis et les dimanches;
- être détentrice d'un poste dans un autre établissement du secteur de la santé et des services sociaux;
- détenir une charge d'enseignement dans une maison d'enseignement reconnue;
- être âgée de cinquante-cinq (55) ans et plus.

Les parties peuvent, par arrangements local, convenir d'ajouter d'autres critères d'exclusion afin de se soustraire aux dispositions de la présente annexe et prévoir les modalités applicables aux personnes salariées visées par ces critères d'exclusion.

ARTICLE 2 PERSONNE SALARIÉE À TEMPS PARTIEL

2.01 Ce paragraphe remplace le troisième (3^e) alinéa du paragraphe 1.01 de la convention collective :

« La personne salariée à temps partiel » désigne toute personne salariée qui travaille un nombre d'heures inférieur à celui prévu à son titre d'emploi. Toutefois, la personne salariée à temps partiel détient un poste qui comporte au minimum douze (12) quarts de travail par vingt-huit (28) jours. Une personne salariée à temps partiel qui fait exceptionnellement le total des heures prévues à son titre d'emploi conserve son statut de personne salariée à temps partiel.

¹ Incluant la Direction de la protection de la jeunesse (DPJ), mais excluant les services suivants : le contentieux, la recherche d'antécédents et retrouvailles, la médiation familiale et le réseau d'enseignement universitaire.

ANNEXE Z

STRUCTURE SALARIALE, TAUX ET ÉCHELLES DE SALAIRE POUR LE SECTEUR DE LA SANTÉ ET DES SERVICES SOCIAUX, DES CENTRES DE SERVICES SCOLAIRES ET DES COMMISSIONS SCOLAIRES ET DES COLLÈGES

Taux et échelles de salaire au 1^{er} avril 2023

Rangements	Échelons																		Rangements	Taux uniques
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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- Les taux de traitement tiennent compte de la majoration du paramètre général d'augmentation salariale prévue à 7.27 A).
- 2- Les taux uniques sont calculés sur la base d'un gain de carrière de 33 ans.
- 3- Les échelons des rangements 1 à 18 sont des échelons annuels.
- 4- À partir du rangement 19, les échelons 1 à 8 sont semi-annuels et les échelons 9 à 18 sont annuels.

Taux et échelles de salaire au 1^{er} avril 2024

Rangements	Échelons																		Rangements	Taux uniques
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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- Les taux de traitement tiennent compte de la majoration du paramètre général d'augmentation salariale prévue à 7.27 B).
- 2- Les taux uniques sont calculés sur la base d'un gain de carrière de 33 ans
- 3- Les échelons des rangements 1 à 18 sont des échelons annuels.
- 4- À partir du rangement 19, les échelons 1 à 8 sont semi-annuels et les échelons 9 à 18 sont annuels.

Taux et échelles de salaire au 1^{er} avril 2025

Rangements	Échelons																		Rangements	Taux uniques
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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- Les taux de traitement tiennent compte de la majoration du paramètre général d'augmentation salariale prévue à 7.27 C).
- 2- Les taux uniques sont calculés sur la base d'un gain de carrière de 33 ans.
- 3- Les échelons des rangements 1 à 18 sont des échelons annuels.
- 4- À partir du rangement 19, les échelons 1 à 8 sont semi-annuels et les échelons 9 à 18 sont annuels.

Taux et échelles de salaire au 1^{er} avril 2026

	Échelons																			
Rangements	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Rangements	Taux uniques
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- Les taux de traitement tiennent compte de la majoration du paramètre général d'augmentation salariale prévue à 7.27 D). Ils ne tiennent pas compte de tout ajustement salarial qui résulterait, le cas échéant, de l'application de la clause d'ajustement prévue à 7.28.
- 2- Les taux uniques sont calculés sur la base d'un gain de carrière de 33 ans.
- 3- Les échelons des rangements 1 à 18 sont des échelons annuels.
- 4- À partir du rangement 19, les échelons 1 à 8 sont semi-annuels et les échelons 9 à 18 sont annuels.

Taux et échelles de salaire au 1^{er} avril 2027

Échelons																			Rangements	Taux uniques
Rangements	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
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	

Note :

- 1- Les taux de traitement tiennent compte de la majoration du paramètre général d'augmentation salariale prévue à 7.27 E). Ils ne tiennent pas compte de tout ajustement salarial qui résulterait, le cas échéant, de l'application de la clause d'ajustement prévue à 7.28.
- 2- Les taux uniques sont calculés sur la base d'un gain de carrière de 33 ans.
- 3- Les échelons des rangements 1 à 18 sont des échelons annuels.
- 4- À partir du rangement 19, les échelons 1 à 8 sont semi-annuels et les échelons 9 à 18 sont annuels.

ANNEXE AA

RANGEMENT DES TITRES D'EMPLOIS

RANGEMENT DES TITRES D'EMPLOIS

N° titre d'emploi	Titre d'emploi ¹	Rangement ⁽²⁾	Taux unique
5324	Acheteur	11	
5313	Adjoint à la direction	12	
5320	Adjoint à l'enseignement universitaire	11	
5312	Agent administratif, classe 1 - secteur administration	10 ³	
5311	Agent administratif, classe 1 - secteur secrétariat	10 ³	
5315	Agent administratif, classe 2 - secteur administration	8	
5314	Agent administratif, classe 2 - secteur secrétariat	8	
5317	Agent administratif, classe 3 - secteur administration	7	
5316	Agent administratif, classe 3 - secteur secrétariat	7	
5319	Agent administratif, classe 4 - secteur administration ⁴	5	
5318	Agent administratif, classe 4 - secteur secrétariat ⁴	5	
1104	Agent d'approvisionnement	20	
1533	Agent de formation	21	
1534	Agent de formation dans le domaine de la déficience auditive	22	
1101	Agent de la gestion du personnel	21	
1105	Agent de la gestion financière	20	
1559	Agent de modification du comportement	22	
1565	Agent de planification, de programmation et de recherche	22	
1553	Agent de relations humaines	22	
1244	Agent d'information	20	
2688	Agent d'intégration, classe 1	16	
2688	Agent d'intégration, classe 2	16	
3545	Agent d'intervention ⁴	8	
3555	Agent d'intervention chef d'équipe ⁴	9	
3544	Agent d'intervention en milieu médico-légal ⁴	8	
3554	Agent d'intervention en milieu médico-légal chef d'équipe ⁴	9	
3543	Agent d'intervention en milieu psychiatrique ⁴	8	
3553	Agent d'intervention en milieu psychiatrique chef d'équipe ⁴	9	
1651	Agent en techniques éducatives	20	
3244	Aide de service	3	X
6414	Aide général	3	X
6415	Aide général en établissement nordique	6	X
2588	Aide social	14	
6299	Aide-cuisinier	4	X
6387	Aide-mécanicien de machines fixes	4	X
1123	Analyste en informatique	21	
1124	Analyste spécialisé en informatique	23	
2251	Archiviste médical	15	

N° titre d'emploi	Titre d'emploi ¹	Rangement ⁽²⁾	Taux unique
2282	Archiviste médical (chef d'équipe)	17	
5187	Assistant de recherche	9	
2203	Assistant en pathologie	15	
3462	Assistant en réadaptation	9	
3205	Assistant technique au laboratoire ou en radiologie	5	
3201	Assistant technique aux soins de la santé	5	
3218	Assistant technique en médecine dentaire	6	
3212	Assistant technique en pharmacie	6	
3215	Assistant technique senior en pharmacie	9	
2234	Assistant-chef (laboratoire)	18	
2242	Assistant-chef du service des archives	17	
2248	Assistant-chef inhalothérapeute	20	
1236	Assistant-chef physiothérapeute	25	
2240	Assistant-chef technicien en diététique	16	
2236	Assistant-chef technologue en électrophysiologie médicale	17	
2219	Assistant-chef technologue en radiologie	19	
2489	Assistant-infirmier-chef ou assistant du supérieur immédiat	21	
1254	Audiologiste	23	
1204	Audiologiste-orthophoniste	23	
3588	Auxiliaire aux services de santé et sociaux	9	X
3587	Auxiliaire aux services de santé et sociaux chef d'équipe ⁵	10	X
5289	Auxiliaire en bibliothèque	7	
1114	Avocat	6	
1200	Bactériologiste	22	
1206	Bibliothécaire	21	
1202	Biochimiste	22	
6303	Boucher	7	X
3485	Brancardier	4	
6320	Buandier	4	X
6312	Caissier à la cafétéria	3	X
6395	Calorifugeur	6	X
2290	Chargé clinique de sécurité transfusionnelle	19	
2466	Chargé de l'assurance qualité et de la formation aux services préhospitaliers d'urgence	17	
2247	Chargé de l'enseignement clinique (inhalothérapie)	19	
1234	Chargé de l'enseignement clinique (physiothérapie)	24	
2106	Chargé de production	10	
2291	Chargé technique de sécurité transfusionnelle	19	
2699	Chef de module	18	
6340	Coiffeur	5	X
5323	Commis surveillant d'unité (Institut Pinel)	8	
6336	Conducteur de véhicules	6	X
6355	Conducteur de véhicules lourds	6	X
1106	Conseiller aux établissements	- 6 -	
1701	Conseiller d'orientation	21	
1703	Conseiller en adaptation au travail	20	

N° titre d'emploi	Titre d'emploi ¹	Rangement ⁽²⁾	Taux unique
1115	Conseiller en bâtiment	24	
1543	Conseiller en enfance inadaptée	22	
1538	Conseiller en éthique	22	
1539	Conseiller en génétique	23	
1121	Conseiller en promotion de la santé	20	
1913	Conseiller en soins infirmiers	23	
2246	Coordonnateur technique (inhalothérapie)	19	
2227	Coordonnateur technique (laboratoire)	17	
2213	Coordonnateur technique (radiologie)	18	
2276	Coordonnateur technique en électrophysiologie médicale	16	
2277	Coordonnateur technique en génie biomédical	18	
6374	Cordonnier	4	X
6327	Couturier	4	X
1544	Criminologue	22	
6301	Cuisinier	10	X
2271	Cytologiste	16	
6409	Dessinateur	7	
1219	Diététiste-nutritionniste	22	
6365	Ébéniste	10	X
2691	Éducateur, classe 1	16	
2691	Éducateur, classe 2	16	
1228	Éducateur physique / kinésologue	20	
6354	Électricien	10	X
6423	Électromécanicien	11	
6370	Électronicien	9	X
1230	Ergothérapeute	23	
6369	Ferblantier	10	X
6438	Gardien	4	
6349	Gardien de résidence	6	X
1540	Génagogue	20	
2261	Hygiéniste dentaire	16	
1702	Hygiéniste du travail	20	
2253	Illustrateur médical	12	
2471	Infirmier	19	
2473	Infirmier (Institut Pinel)	19	
3455	Infirmier auxiliaire	14	
3445	Infirmier auxiliaire chef d'équipe	15	
2459	Infirmier chef d'équipe	20	
1911	Infirmier clinicien	22	
1907	Infirmier clinicien (Institut Pinel)	22	
1912	Infirmier clinicien assistant infirmier-chef ou infirmier clinicien assistant du supérieur immédiat	24	
1917	Infirmier clinicien spécialisé	24	
2491	Infirmier en dispensaire	22	
2462	Infirmier moniteur	19	
1915	Infirmier praticien spécialisé	28	

N° titre d'emploi	Titre d'emploi ¹	Rangement ⁽²⁾	Taux unique
1916	Infirmier premier assistant en chirurgie	24	
1205	Ingénieur biomédical	23	
2244	Inhalothérapeute	18	
2232	Instituteur clinique (laboratoire)	17	
2214	Instituteur clinique (radiologie)	18	
3585	Instructeur aux ateliers industriels	8	X
3598	Instructeur métier artisanal ou occupation thérapeutique	8	
1552	Intervenant en soins spirituels	20	
3547	Intervenant spécialisé en pacification et en sécurité ⁵	10	
3557	Intervenant spécialisé en pacification et en sécurité chef d'équipe ⁵	11	
6500	Intervenant spécialisé en pacification et en sécurité (Institut Pinel)	10	
1660	Jardinier d'enfants	20	
6363	Journalier	4	X
6353	Machiniste (mécanicien ajusteur)	11	X
5141	Magasinier	7	
6356	Maître-électricien	12	X
6366	Maître-mécanicien de machines frigorifiques	11	X
6357	Maître-plombier	10	X
6380	Mécanicien de garage	9	X
6383	Mécanicien de machines fixes, classe 2	10	X
6383	Mécanicien de machines fixes, classe 3	9	X
6383	Mécanicien de machines fixes, classe 4	9	X
6352	Mécanicien de machines frigorifiques	11	X
6360	Mécanicien d'entretien (Millwright)	10	X
3262	Mécanicien en orthèse ou prothèse	10	
6364	Menuisier	9	X
3687	Moniteur en éducation	8	
3699	Moniteur en loisirs	7	
6407	Nettoyeur	4	X
5119	Opérateur de duplicateur offset	6	
5108	Opérateur en informatique, classe I	8	
5111	Opérateur en informatique, classe II	5	
5130	Opérateur en système de production braille	5	
2363	Opticien d'ordonnances	14	
1551	Organisateur communautaire	22	
1656	Orthopédagogue	22	
1255	Orthophoniste	23	
2259	Orthoptiste	18	
6373	Ouvrier de maintenance	6	X
6388	Ouvrier d'entretien général	9	X
6302	Pâtissier-boulangier	7	X
6362	Peintre	6	X
2287	Perfusionniste clinique	23	
2254	Photographe médical	12	

N° titre d'emploi	Titre d'emploi¹	Rangement²	Taux unique
1233	Physiothérapeute	23	
6368	Plâtrier	5	X
6359	Plombier et/ou mécanicien en tuyauterie	10	X
6344	Porteur	3	X
6341	Portier	1	X
6398	Préposé à la buanderie	3	X
3259	Préposé à la centrale des messagers	3	
6262	Préposé à la peinture et à la maintenance	6	X
3251	Préposé à l'accueil	5	
3245	Préposé à l'audiovisuel	3	
6335	Préposé à l'entretien ménager (travaux légers)	3	X
6334	Préposé à l'entretien ménager (travaux lourds)	3	X
3685	Préposé à l'unité et/ou au pavillon	6	X
3467	Préposé au matériel et équipement thérapeutique	7	
6386	Préposé au service alimentaire	3	X
3204	Préposé au transport	3	
6418	Préposé au transport des bénéficiaires handicapés physiques	5	X
6347	Préposé aux ascenseurs	2	X
3203	Préposé aux autopsies	6	
3480	Préposé aux bénéficiaires	9	X
3477	Préposé aux bénéficiaires chef d'équipe	10	X
5117	Préposé aux magasins	4	
3241	Préposé aux soins des animaux	4	
3505	Préposé en établissement nordique	9	X
3208	Préposé en ophtalmologie	6	
3247	Préposé en orthopédie	7	
3223	Préposé en physiothérapie et/ou ergothérapie	7	
3481	Préposé en retraitement des dispositifs médicaux	8	
3449	Préposé en salle d'opération	6	
3229	Préposé senior en orthopédie	8	
6325	Presseur	3	X
1652	Psychoéducateur	22	
1546	Psychologue	24	
2273	Psychotechnicien	13	
3461	Puéricultrice / garde-bébé	12	
1658	Récréologue	20	
6382	Rembourseur	7	X
2694	Responsable d'unité de vie ou de réadaptation	18	
1570	Réviseur	23	
5321	Secrétaire juridique	9	
5322	Secrétaire médicale	9	
6367	Serrurier	8	X
1572	Sexologue	22	
1573	Sexologue clinicien	23	
1554	Sociologue	19	

N° titre d'emploi	Titre d'emploi ¹	Rangement ⁽²⁾	Taux unique
2697	Sociothérapeute (Institut Pinel)	17	
6361	Soudeur	10	X
1291	Spécialiste clinique en biologie médicale	28	
1407	Spécialiste en activités cliniques	22	
1661	Spécialiste en audiovisuel	21	
1521	Spécialiste en évaluation des soins	22	
1557	Spécialiste en orientation et en mobilité	21	
1109	Spécialiste en procédés administratifs	- 6 -	
1560	Spécialiste en réadaptation en déficience visuelle	21	
1207	Spécialiste en sciences biologiques et physiques sanitaires	23	
6422	Surveillant en établissement	8	
3679	Surveillant-sauveteur	6	X
2102	Technicien aux contributions	14	
3224	Technicien classe B	9	
2360	Technicien de braille	12	
2224	Technicien de laboratoire médical diplômé	16	
2696	Technicien d'intervention en loisir	13	
2101	Technicien en administration	14	
6317	Technicien en alimentation, classe 1	9	
6317	Technicien en alimentation, classe 2	9	
2333	Technicien en arts graphiques	12	
2258	Technicien en audiovisuel	12	
2374	Technicien en bâtiment	15	
2275	Technicien en communication	12	
2284	Technicien en cytogénétique clinique	16	
2257	Technicien en diététique	14	
2356	Technicien en documentation	13	
2686	Technicien en éducation spécialisée	16	
2370	Technicien en électricité industrielle	13	
2381	Technicien en électrodynamique	13	
2241	Technicien en électro-encéphalographie (E.E.G.)	14	
2371	Technicien en électromécanique	13	
2369	Technicien en électronique	14	
2377	Technicien en fabrication mécanique	12	
2367	Technicien en génie biomédical	15	
2285	Technicien en gérontologie	13	
2280	Technicien en horticulture	13	
2702	Technicien en hygiène du travail	16	
2123	Technicien en informatique	14	
2379	Technicien en instrumentation et contrôle	14	
2362	Technicien en orthèse-prothèse	15	
2228	Technicien en pharmacie	15	
2270	Technicien en physiologie cardiorespiratoire	14	
2368	Technicien en prévention	13	
2584	Technicien en recherche sociale	13	

N° titre d'emploi	Titre d'emploi ¹	Rangement ⁽²⁾	Taux unique
2586	Technicien en travail social	16	
2112	Technicien juridique ⁽³⁾	14	
2124	Technicien spécialisé en informatique	16	
2278	Technologue en hémodynamique ou technologue en hémodynamique	16	
2223	Technologue médical	16	
2286	Technologue en électrophysiologie médicale	15	
2208	Technologue en imagerie médicale du domaine de la médecine nucléaire	1	
2205	Technologue en imagerie médicale du domaine du radiodiagnostic	16	
2295	Technologue en physiothérapie	16	
2262	Technologue en prothèses et appareils dentaires	14	
2222	Technologue en radiologie (Système d'information et d'imagerie numérique)	17	
2207	Technologue en radio-oncologie	16	
2217	Technologue spécialisé en échographie - pratique autonome	18	
2212	Technologue spécialisé en imagerie médicale	17	
2218	Technologue spécialisé en radio-oncologie	17	
1258	Thérapeute par l'art	22	
1241	Traducteur	19	
2375	Travailleur communautaire	16	
3465	Travailleur de quartier ou de secteur	9	
1550	Travailleur social	22	

Notes :

1. Pour l'interprétation et l'application de la présente annexe, advenant des divergences dans l'appellation d'un titre d'emploi, le numéro du titre d'emploi prévaut. Les titres d'emplois sont présentés au masculin seulement pour alléger la présentation. Pour obtenir les titres d'emplois, se référer à la nomenclature.
2. Les rangements des titres d'emploi de la présente annexe sont ceux constatés en date de la signature de la convention collective, et ce, sans admission de la part de la partie syndicale, à l'exception de ceux convenus par ententes entre les parties. À noter que la présente n'est pas une admission quant aux cotes d'évaluation, mais seulement pour les rangements.
3. Le rangement 11 sera applicable au plus tard le 2 avril 2025, selon les modalités convenues entre les parties.
4. Pour connaître la date d'abolition du titre d'emploi, se référer à la nomenclature.
5. Pour connaître la date de création du titre d'emploi, se référer à la nomenclature.
6. Rangement non défini.

ANNEXE BB

EMPLOIS-REMORQUES, SANTÉ ET SERVICES SOCIAUX

# Titres d'emploi	Titres d'emploi ¹	Classe d'emplois	Titres d'emploi de référence ²	% d'ajustement
1914	Candidat infirmier praticien spécialisé	1	3-1915	97,5
2204	Candidat à l'exercice de la profession de technologue en imagerie médicale du domaine du radiodiagnostic	1	3-2205	91,0
2206	Candidat à l'exercice de la profession de technologue en radio-oncologie	1	3-2207	91,0
2209	Candidat à l'exercice de la profession de technologue en imagerie médicale du domaine de la médecine nucléaire	1	3-2208	91,0
2216	Candidat à l'exercice de la profession de technologue en imagerie médicale du domaine de l'échographie médicale	1	3-2217	91,0
2283	Candidat à l'exercice de la profession de technologue en électrophysiologie médicale	1	3-2286	91,0
2485	Infirmier en stage d'actualisation	1	3-2471	90,0
2490	Candidat à l'exercice de la profession d'infirmier	1	3-2471	91,0
3456	Candidat à l'exercice de la profession d'infirmier auxiliaire	1	3-3455	91,0
3529	Infirmier auxiliaire en stage d'actualisation	1	3-3455	90,0
4001	Externe en soins infirmiers	1	3-2471	80,0
4002	Externe en inhalothérapie	1	3-2244	80,0
4003	Externe en technologie médicale	1	3-2223	80,0
6375	Apprenti de métier, échelon 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72,5
6375	Apprenti de métier, échelon 2	1		75,0
6375	Apprenti de métier, échelon 3	1		77,5
6375	Apprenti de métier, échelon 4	1		80,0

¹ Pour l'interprétation et l'application de la présente annexe, advenant des divergences dans l'appellation d'un titre d'emploi, le numéro du titre d'emploi prévaut. Les titres d'emploi sont présentés au masculin seulement pour alléger la présentation. Pour obtenir les titres d'emploi, se référer à la nomenclature.

² 2 – Centres de services scolaires et des commissions scolaires; 3 – Santé et services sociaux; 4 – Collèges

ANNEXE CC

CONDITIONS PARTICULIÈRES AUX PERSONNES SALARIÉES ŒUVRANT DANS UN ÉTABLISSEMENT CARCÉRAL

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions prévues à la présente annexe s'appliquent aux personnes salariées œuvrant dans un établissement carcéral.

ARTICLE 2 CONGÉS MOBILES

2.01 La personne salariée à temps complet qui œuvre exclusivement en établissement carcéral a droit, au 1^{er} juillet de chaque année et par mois travaillé, à une demi-journée (½) de congé jusqu'à un maximum de cinq (5) jours par année.

2.02 La personne salariée à temps complet qui cesse d'être visée par le présent article est payée pour tous les congés mobiles ainsi acquis et non utilisés selon l'indemnité qu'elle recevrait si elle les prenait alors.

2.03 La personne salariée qui n'est pas visée par le paragraphe 2.01 de la présente annexe n'a pas droit à la prise de ces congés mobiles, mais elle recevra une compensation monétaire, versée sur chaque paie, égale à 2,2 % applicable :

- sur le salaire, les primes¹ et la rémunération additionnelle prévus à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H;
- sur le salaire qu'elle aurait reçu, n'eût été une absence pour maladie non rémunérée survenue alors qu'elle était affectée à son poste ou à une assignation;
- sur le salaire à partir duquel sont établies l'indemnité de congé de maternité, de paternité, d'adoption et de retrait préventif. Cependant, le montant calculé pendant un retrait préventif n'est pas versé à chaque paie, mais accumulé et versé en même temps que la paie de vacances.

¹ Les primes de soir et de nuit, de quart de rotation et de fin de semaine ne sont pas considérées.

ANNEXE DD

RELATIVE À L'HORAIRE COMPRIMÉ DE FIN DE SEMAINE AVEC PRIME BONIFIÉE

1. Champ d'application

La personne salariée de la catégorie de personnel en soins infirmiers et cardiorespiratoires œuvrant dans un service où les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine peut bénéficier du présent aménagement du temps de travail.

La personne salariée de la catégorie de personnel paratechnique, des services auxiliaires et de métiers affectée à la réadaptation, aux soins ou à la surveillance des usagers et le personnel du secteur hygiène-salubrité, œuvrant dans un service où les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine peut également bénéficier du présent aménagement du temps de travail.

Lorsqu'il n'est pas possible d'accorder l'accès à l'horaire comprimé de fin de semaine avec prime bonifiée à l'ensemble des personnes salariées volontaires, l'employeur déploie ledit aménagement du temps de travail en tenant compte de l'ancienneté.

L'aménagement du temps de travail est d'une durée minimale de six (6) mois et est renouvelable.

Nonobstant l'alinéa précédent, une personne salariée qui est aux études à temps complet ou à temps partiel peut bénéficier de cet aménagement de temps de travail pour une durée inférieure de 6 mois. La durée doit être adaptée aux exigences de son programme d'étude.

2. Modalités d'application de l'aménagement du temps de travail

La personne salariée peut, après entente avec l'employeur et selon les besoins du service, bénéficier d'un horaire de travail de cinq (5) quarts de travail de douze (12) heures par jour par période de quatorze (14) jours uniquement entre le début du quart de soir le vendredi et la fin du quart de nuit le lundi et avec rotation de quarts.

La personne salariée bénéficiant de cet horaire reçoit une prime équivalente à 16 % de son salaire de base, majoré, s'il y a lieu du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H pour les jours travaillés de fin de semaine, et ce, en plus des autres primes prévues à la convention collective qui lui sont applicables.

Sur une base annuelle, afin de répondre à la définition de personne salariée à temps complet, la personne salariée peut demander de convertir en temps chômé une partie des primes de soir, de nuit ou de fin de semaine et de la prime de 16 % après l'utilisation de dix (10) jours de congé annuel, de douze (12) congés fériés et de trois (3) congés de maladie pour motifs personnels. L'ajustement des congés annuels, des congés fériés et des congés de maladie pour motifs personnels doit être fait au prorata de la durée de l'aménagement du temps de travail. La personne salariée peut également effectuer des quarts de travail à taux régulier au lieu de convertir en temps chômé les primes.

3. Cessation de l'entente

L'employeur ou la personne salariée visée peut mettre fin à l'aménagement du temps de travail à la suite d'un préavis de soixante (60) jours.

Malgré l'alinéa précédent, l'employeur et la personne salariée visée peuvent mettre fin à l'aménagement du temps de travail en tout temps si elles en conviennent.

PARTIE III

LETTRES D'ENTENTE

LETTRE D'ENTENTE NO 1

RELATIVE À LA CRÉATION DU TITRE D'EMPLOI D'AUXILIAIRE AUX SERVICES DE SANTÉ ET SOCIAUX CHEF D'ÉQUIPE

Dans les trente (30) jours de la date d'entrée en vigueur de la convention collective, le ministère de la Santé et des Services sociaux (MSSS) s'engage à déposer un projet de modification de la Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux (nomenclature) visant la création du titre d'emploi d'auxiliaire aux services de santé et sociaux chef d'équipe.

Le rangement accordé au titre d'emploi d'auxiliaire aux services de santé et sociaux chef d'équipe est le rangement 10 à taux unique.

Au plus tard dans les quatre-vingt-dix (90) jours de la signature de la convention collective, les parties tentent de convenir des cotes d'évaluation à attribuer à chacun des dix-sept (17) sous-facteurs du système d'évaluation pour ce nouveau titre d'emploi. À défaut d'entente entre les parties, la partie patronale les détermine.

La création de ce titre d'emploi est soustraite du mécanisme de modifications à la nomenclature prévu à l'article 8 de la convention collective.

LETTRE D'ENTENTE NO 2

RELATIVE À LA PERSONNE RETRAITÉE RÉEMBAUCHÉE

Les dispositions de la convention collective s'appliquent à la personne retraitée qui est réembauchée. Elle est alors considérée comme une personne salariée à temps partiel et est régie, pendant la durée de son emploi, par les règles applicables à la personne salariée à temps partiel.

Cependant, cette personne salariée ne participe pas au régime d'assurance vie, d'assurance maladie et d'assurance salaire et reçoit les bénéfices marginaux de la personne salariée à temps partiel non couverte par ce régime tels que prévus à l'alinéa 3 du paragraphe 7.13 de la convention collective.

LETTRE D'ENTENTE NO 3

RELATIVE AU RÉGIME DE CONGÉ DE CONCILIATION FAMILLE-TRAVAIL-ÉTUDES AVEC ÉTALEMENT DU SALAIRE

ARTICLE 1 DÉFINITION

Le régime de congé de conciliation famille-travail-études avec étalement du salaire (CFTÉ-ÉS) vise à permettre à une personne salariée d'étaler son salaire sur une période déterminée, afin de pouvoir bénéficier d'un congé aux fins de conciliation famille-travail-études prévu à l'article 4.

Le régime de congé CFTÉ-ÉS n'a pas pour but de fournir des prestations au moment de la retraite, ni de différer de l'impôt. Le présent régime ne constitue pas un régime prescrit aux fins de la réglementation fiscale.

Ce régime de congé CFTÉ-ÉS comprend, d'une part, une période de contribution de la personne salariée et, d'autre part, une période de congé.

ARTICLE 2 DURÉE DU RÉGIME

La durée du régime de congé CFTÉ-ÉS est de six (6) ou de douze (12) mois, à moins d'être prolongée à la suite de l'application de l'alinéa g) de l'article 7. La durée du régime inclut la période du congé.

ARTICLE 3 DURÉE DU CONGÉ

La durée du congé est d'une (1) à huit (8) semaines consécutives et non fractionnables.

ARTICLE 4 MOTIFS D'ACCÈS AU RÉGIME DE CONGÉ DE CONCILIATION FAMILLE-TRAVAIL-ÉTUDES AVEC ÉTALEMENT DU SALAIRE

a) Motif familial

La personne salariée peut effectuer une demande de régime de congé CFTÉ-ÉS lorsque sa présence est requise auprès de son enfant, de son conjoint, de l'enfant de son conjoint, de son père ou de sa mère, du conjoint de son père ou de sa mère, d'un frère, d'une sœur ou d'un de ses grands-parents en raison :

- d'une grave maladie ou d'un grave accident;
- de soins de fin de vie;
- d'un décès à l'étranger;
- d'un lourd handicap;
- d'une autre situation familiale convenue, par arrangement local, entre les parties.

b) Motif d'études

La personne salariée peut effectuer une demande de régime de congé CFTÉ-ÉS pour :

- la réalisation d'un stage au sein d'un établissement du réseau de la santé et des services sociaux ;
- la réalisation d'études et de travaux académiques reliés à un titre d'emploi prévu à la Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux.

Le congé pour un motif d'études doit être pris durant les dernières semaines du régime de congé CFTÉ-ÉS.

Pour effectuer une demande de congé CFTÉ-ÉS, la personne salariée doit aussi satisfaire aux conditions d'obtention prévues à l'article 5.

ARTICLE 5 CONDITIONS D'OBTENTION

Pour être admissible au régime de congé CFTÉ-ÉS, la personne salariée doit satisfaire aux conditions suivantes :

- a) être détentrice d'un poste;
- b) avoir complété un (1) an de service;
- c) effectuer une demande écrite en précisant :
 - la durée de participation au régime de congé CFTÉ-ÉS;
 - la durée du congé;
 - le moment de la prise de congé;
 - le motif de conciliation famille-travail-études tel que prévu à l'article 4.

Ces modalités doivent faire l'objet d'une entente avec l'employeur et être consignées sous forme d'un contrat écrit lequel inclut également les dispositions du présent régime.

- d) fournir une pièce justificative pertinente au soutien de sa demande, laquelle doit correspondre à l'un des motifs prévus à l'article 4;
- e) ne pas être en période d'invalidité, en congé lié aux droits parentaux, en congé sans solde, en congé à traitement différé, en aménagement du temps de travail ou en semaine de travail de quatre (4) jours avec réduction du temps de travail lors de l'entrée en vigueur du contrat.

ARTICLE 6 RETOUR

À l'expiration de son congé, la personne salariée peut reprendre son poste ou l'assignation qu'elle détenait au moment de son départ si cette assignation se poursuit à son retour.

La personne salariée ne peut décider de mettre fin unilatéralement à son congé en vue de réintégrer son poste ou son assignation. Toutefois, les parties peuvent convenir, par arrangement local, des modalités relatives à un retour anticipé de la personne salariée auquel cas, les dispositions prévues à l'alinéa 1) de l'article 7 s'appliquent.

Dans tous les cas, si le poste que la personne salariée détenait au moment de son départ n'est plus disponible, la personne salariée doit se prévaloir des dispositions relatives à la procédure de supplantation et/ou mise à pied prévues à la convention collective.

ARTICLE 7 MODALITÉS D'APPLICATION

a) Salaire

Pendant la durée du régime, la personne salariée reçoit un pourcentage du salaire de l'échelle applicable qu'elle recevrait si elle ne participait pas au régime incluant, s'il y a lieu, le supplément ou la prime de responsabilité et la rémunération additionnelle prévue à l'article 4 de l'annexe C, à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H. Le pourcentage applicable est déterminé selon le tableau suivant :

DURÉE DU CONGÉ	DURÉE DU RÉGIME CFTÉ-ÉS	
	Six (6) mois	Douze (12) mois
Une (1) semaine	96,2 %	98,1 %
Deux (2) semaines	92,3 %	96,2 %
Trois (3) semaines	88,5 %	94,2 %
Quatre (4) semaines	84,7 %	92,3 %
Cinq (5) semaines	80,8 %	90,4 %
Six (6) semaines	77,0 %	88,5 %
Sept (7) semaines	73,2 %	86,6 %
Huit (8) semaines	69,3 %	84,7 %

Les autres primes sont versées à la personne salariée en conformité avec les dispositions de la convention collective, pourvu qu'elle y ait normalement droit, tout comme si elle ne participait pas au régime de congé CFTÉ-ÉS. Toutefois, pendant la durée du congé, la personne salariée n'a pas droit à ces primes.

Durant son congé, la personne salariée ne peut recevoir aucune autre rémunération de l'employeur.

b) Régime de retraite

Durant un congé n'excédant pas trente (30) jours, la personne salariée maintient sa participation au régime de retraite.

Dans le cas d'un congé de plus de trente (30) jours, la personne salariée peut maintenir sa participation à son régime de retraite sous réserve du paiement des cotisations exigibles.

Pendant la durée du régime, la cotisation de la personne salariée au régime de retraite est calculée en fonction du salaire qu'elle recevrait si elle ne participait pas au régime de congé CFTÉ-ÉS et la personne salariée se voit ainsi reconnaître le service et le traitement admissibles pour la période pendant laquelle elle participe au régime de retraite.

c) Ancienneté et expérience

Durant son congé, la personne salariée conserve et accumule son ancienneté et son expérience.

d) Vacances annuelles

Durant son congé, la personne salariée est réputée accumuler du service aux fins des vacances annuelles.

Pendant la durée du régime de congé CFTÉ-ÉS, les vacances annuelles sont rémunérées au pourcentage du salaire prévu à l'alinéa a) de l'article 7.

La personne salariée est réputée avoir pris le quantum annuel de vacances payées auquel elle a droit, au prorata de la durée du congé.

e) Congé de maladie

Durant son congé, la personne salariée est réputée accumuler des jours de congé de maladie.

Pendant la durée du régime de congé CFTÉ-ÉS, les jours de congé de maladie utilisés ou non sont rémunérés selon le pourcentage prévu à l'alinéa a) de l'article 7.

f) Assurance salaire

Dans le cas où une invalidité survient pendant la durée du régime de congé CFTÉ-ÉS, les dispositions suivantes s'appliquent :

- 1- Si l'invalidité survient au cours du congé, elle est présumée ne pas avoir cours. À la fin du congé, si la personne salariée est encore invalide, elle reçoit tant qu'elle y est admissible et après avoir épuisé le délai de carence, une prestation d'assurance salaire calculée sur le pourcentage de son salaire tel que prévu à l'alinéa a) de l'article 7, conformément aux dispositions du paragraphe 23.29 de la convention collective. Si la date de cessation du contrat survient au moment où la personne salariée est encore invalide, la pleine prestation d'assurance salaire s'applique.
- 2- Si l'invalidité survient avant que le congé n'ait été pris, la personne salariée reçoit, après avoir épuisé le délai de carence, une prestation d'assurance salaire calculée sur le pourcentage de son salaire tel que prévu à l'alinéa a) de l'article 7, conformément aux dispositions du paragraphe 23.29 de la convention collective. Toutefois, si la personne salariée est toujours invalide à la date prévue pour le début du congé, cela équivaut à un désistement du régime de congé CFTÉ-ÉS et les dispositions prévues à l'alinéa I) de l'article 7 s'appliquent.
- 3- Si l'invalidité survient après le congé, la personne salariée reçoit tant qu'elle y est admissible et après avoir épuisé le délai de carence, une prestation d'assurance salaire calculée sur le pourcentage de son salaire tel que prévu à l'alinéa a) de l'article 7, conformément aux dispositions du paragraphe 23.29 de la convention collective. Si la personne salariée est toujours invalide à la fin du régime de congé CFTÉ-ÉS, elle reçoit sa pleine prestation d'assurance salaire.

g) Congés ou absences sans solde

Si le nombre de jours de congés ou d'absences sans solde totalise cinq (5) jours ou moins au cours de la durée du régime de congé CFTÉ-ÉS, la personne salariée voit sa participation au régime prolongée d'autant de jours qu'il y aura de congés ou d'absences sans solde durant cette période.

Si le nombre de jours de congés ou d'absences sans solde totalise plus de cinq (5) jours au cours de la durée du régime de congé CFTÉ-ÉS, cette situation entraîne le désistement du régime et les dispositions prévues à l'alinéa I) de l'article 7 s'appliquent.

h) Congés avec solde

Pendant la durée du régime de congé CFTÉ-ÉS, les congés avec solde non prévus à la lettre d'entente sont rémunérés selon le pourcentage du salaire prévu à l'alinéa a) de l'article 7.

Les congés avec solde survenant pendant la durée du congé CFTÉ-ÉS sont réputés avoir été pris.

i) Congés mobiles

Durant le congé, la personne salariée est réputée accumuler du service aux fins des congés mobiles.

Pendant la durée du régime de congé CFTÉ-ÉS, les congés mobiles sont rémunérés au pourcentage du salaire prévu à l'alinéa a) de l'article 7.

j) Congés de maternité, de paternité, d'adoption ou retrait préventif

Si au cours de la période du régime de congé CFTÉ-ÉS, la personne salariée se prévaut d'un congé de maternité, de paternité, d'adoption ou d'un retrait préventif, ceux-ci entraînent le désistement du régime de congé CFTÉ-ÉS et les dispositions prévues à l'alinéa I) de l'article 7 s'appliquent.

k) Mise à pied

Dans le cas où la personne salariée est mise à pied, le contrat cesse à la date de la mise à pied et les dispositions prévues à l'alinéa I) de l'article 7 s'appliquent.

Toutefois, si la personne salariée bénéficie de la sécurité d'emploi prévue au paragraphe 15.03, elle continue sa participation au régime de congé CFTÉ-ÉS tant qu'elle demeure à l'emploi. À défaut, le contrat cesse à la date de la fin d'emploi et les dispositions prévues à l'alinéa I) de l'article 7 s'appliquent.

l) Bris de contrat pour raison de cessation d'emploi, retraite, désistement ou décès

- 1- Si le congé a été pris, la personne salariée devra rembourser, sans intérêt, le salaire reçu au cours du congé proportionnellement à la période qui reste à courir dans le régime par rapport à la période de contribution.
- 2- Si le congé n'a pas été pris, la personne salariée sera remboursée, sans intérêt, d'un montant égal aux contributions retenues sur le salaire jusqu'au moment du bris du contrat.

- 3- Si le congé est en cours, le calcul du montant dû par une partie ou l'autre s'effectue de la façon suivante : le montant reçu par la personne salariée durant le congé moins les montants déjà déduits sur le salaire de la personne salariée en application de son contrat. Si le solde obtenu est négatif, l'employeur rembourse, sans intérêt, ce solde à la personne salariée; si le solde obtenu est positif, la personne salariée rembourse, sans intérêt, le solde à l'employeur.

m) Renvoi

Advenant le renvoi de la personne salariée pendant la durée du régime, le contrat prend fin à la date effective du renvoi. Les conditions prévues à l'alinéa l) de l'article 7 s'appliquent.

n) Récupération des sommes dues

En cas de bris de contrat, les sommes dues sont payables dans les dix (10) jours suivant la réclamation. Par ailleurs, si la personne salariée a des sommes dues à l'employeur, celui-ci peut récupérer, sur la dernière paie de la personne salariée, les sommes inhérentes de la créance qui lui est due. À défaut de sommes suffisantes, le solde dû devient une créance payable en totalité par la personne salariée ou ses ayants droit dans les dix (10) jours suivant l'avis de réclamation de l'employeur envoyé à la dernière adresse connue. À défaut de paiement, l'intérêt au taux légal est exigible.

Les parties peuvent, par arrangement local, modifier les modalités de récupération du présent alinéa.

o) Personne salariée à temps partiel

La personne salariée détentricice d'un poste à temps partiel peut effectuer une demande de régime de congé CFTÉ-ÉS pour un motif familial ou d'études, tel que défini à l'article 4.

Lorsque le congé est pris dès le début du régime de congé CFTÉ-ÉS, le salaire que la personne salariée à temps partiel reçoit pendant ce congé est établi à partir du nombre d'heures de travail prévu à son poste et du pourcentage applicable selon la durée du congé et du régime choisi, tel que prévu à l'alinéa a) de l'article 7 de la présente lettre d'entente. Au terme de la prise du congé, la personne salariée rembourse sur chaque paie, en versements égaux et sans intérêt, le salaire reçu au cours du congé sur la période restante au régime de congé CFTÉ-ÉS.

Lorsque le congé est pris durant les dernières semaines du régime de congé CFTÉ-ÉS, le salaire que la personne salariée à temps partiel reçoit durant le congé est établi à partir de la moyenne des heures travaillées, à l'exclusion du temps supplémentaire, au cours de sa période de contribution prévue au régime de congé CFTÉ-ÉS.

Les bénéfices marginaux prévus au paragraphe 7.13 de la convention collective, au paragraphe 4.03 et à l'article 8 de l'annexe I, et aux paragraphes 2.03 de l'annexe O et 2.03 de l'annexe P sont calculés et payés sur la base du pourcentage du salaire prévu à l'alinéa a) de l'article 7.

p) Changement de statut

La personne salariée qui voit son statut changer pendant la durée du régime de congé CFTÉ-ÉS pourra se prévaloir de l'un des deux (2) choix suivants :

- 1- Elle pourra mettre un terme à son contrat, et ce, aux conditions prévues à l'alinéa I) de l'article 7;
- 2- Elle pourra continuer son régime de congé CFTÉ-ÉS et sera traitée alors comme une personne salariée à temps partiel.

Cependant, la personne salariée à temps complet qui devient une personne salariée à temps partiel après avoir pris son congé est réputée demeurer à temps complet aux fins de détermination de sa contribution au régime de congé CFTÉ-ÉS.

q) Régimes d'assurance collective

Durant un congé n'excédant pas trente (30) jours, sous réserve des dispositions du paragraphe 23.26 de la convention collective, la personne salariée continue de bénéficier du régime de base d'assurance vie et maintient sa participation aux régimes assurés en payant les contributions et les primes nécessaires à cet effet tout comme si elle ne participait pas au régime de congé CFTÉ-ÉS, le tout sujet aux clauses et stipulations du contrat d'assurance en vigueur.

Durant un congé de plus de trente (30) jours, la personne salariée continue de bénéficier du régime de base d'assurance vie et peut maintenir sa participation aux régimes assurés en payant seule toutes les contributions et primes nécessaires à cet effet, le tout sujet aux clauses et stipulations du contrat d'assurance en vigueur. Cependant, et sous réserve des dispositions du paragraphe 23.26 de la convention collective, sa participation au régime de base d'assurance maladie est obligatoire et elle doit payer seule toutes les contributions et primes nécessaires à cet effet.

Quelle que soit la durée du congé CFTÉ-ÉS, durant le régime, le salaire assurable est celui prévu à l'alinéa a) de l'article 7. Cependant, la personne salariée peut maintenir le salaire assurable sur la base du salaire qui serait versé si elle ne participait pas au régime en payant l'excédent des primes applicables.

r) Mutations volontaires

La personne salariée peut poser sa candidature à un poste et l'obtenir conformément aux dispositions de la convention collective à la condition que la durée résiduelle de son congé soit telle qu'elle puisse entrer en fonction dans les trente (30) jours de sa nomination.

ARTICLE 8 REQUALIFICATION AU RÉGIME DE CONGÉ CFTÉ-ÉS

Pour présenter une nouvelle demande de régime de congé CFTÉ-ÉS, la personne salariée doit, en plus des dispositions prévues aux articles 4 et 5, répondre aux deux (2) modalités suivantes :

- 1- ne pas avoir bénéficié d'un congé sans solde de plus de trente (30) jours au sens du paragraphe 18.02 de la convention collective, au cours des douze (12) mois précédant sa nouvelle demande;
- 2- doit s'être écoulée une période de douze (12) mois depuis la date de fin du dernier congé CFTÉ-ÉS.

Les parties peuvent, par arrangement local, modifier les modalités des alinéas 1 et 2 du présent article.

LETTRE D'ENTENTE NO 4

RELATIVE AU COMITÉ NATIONAL SUR LES CHANGEMENTS STRUCTURELS DU RÉSEAU DE LA SANTÉ ET DES SERVICES SOCIAUX

Les parties nationales conviennent de créer un comité traitant des problématiques liées aux mouvements de personnel consécutifs aux changements structurels du réseau de la santé et des services sociaux.

Ce comité a pour mandats de :

- A- Prendre connaissance et analyser les problématiques soumises par l'une ou l'autre des parties liées aux mouvements de personnel consécutifs aux changements structurels du réseau;
- B- Faire des recommandations au ministère de la Santé et des Services sociaux.

Le comité convient de sa représentation et de ses règles de fonctionnement.

LETTRE D'ENTENTE NO 5

RELATIVE À LA CRÉATION D'UN COMITÉ NATIONAL INTERSYNDICAL RELATIF À L'INTÉGRATION DES PERSONNES SALARIÉES ISSUES DES COMMUNAUTÉS AUTOCHTONES

Les parties conviennent de former un comité national intersyndical de travail portant sur l'intégration des personnes salariées issues des communautés autochtones.

MANDATS DU COMITÉ

Le comité a pour mandats :

- d'analyser les enjeux culturels liés à l'intégration des personnes salariées issues des communautés autochtones;
- d'analyser les enjeux liés à la rémunération et à l'accessibilité à certains titres d'emploi;
- de collaborer à la recherche de mesures pour favoriser l'attraction et l'intégration de la main-d'œuvre issue des communautés autochtones.

Le comité formule des recommandations et produit un bilan final aux parties négociantes au plus tard six (6) mois précédents l'échéance de la convention collective.

Par ailleurs, les parties peuvent convenir de formuler des recommandations aux parties négociantes en cours de travaux du comité.

COMPOSITION DU COMITÉ

Le comité est composé de onze (11) membres désignés comme suit :

- quatre (4) représentants de la partie patronale;
- sept (7) représentants de la partie syndicale (un (1) représentant de chaque organisation syndicale FSSS-CSN, FP-CSN, APTS, SCFP-FTQ, SQESS-298-FTQ, FSQ-CSQ et SPGQ).

Au besoin, les parties peuvent s'adjoindre des personnes-ressources.

LETTRE D'ENTENTE NO 6

RELATIVE À LA PERSONNE SALARIÉE ŒUVRANT AUPRÈS DE LA CLIENTÈLE PRÉSENTANT DES TROUBLES GRAVES DE COMPORTEMENT

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente convention collective s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente lettre d'entente, à la personne salariée d'un des titres d'emploi suivants :

1) Codes 1000 à 1999 :

- Agent ou agente de relations humaines (1553);
- Audiologiste (1254);
- Audiologiste-orthophoniste (1204);
- Conseiller d'orientation ou conseillère d'orientation (1701);
- Conseiller ou conseillère en adaptation au travail (1703);
- Criminologue (1544);
- Éducateur ou éducatrice physique / kinésiologue (1228);
- Ergothérapeute (1230);
- Infirmier clinicien assistant infirmier-chef ou infirmière clinicienne assistante infirmière-chef ou infirmier clinicien assistant du supérieur immédiat ou infirmière clinicienne assistante du supérieur immédiat (1912);
- Infirmier clinicien ou infirmière clinicienne (1911);
- Travailleur social ou travailleuse sociale (1550);
- Organisateur ou organisatrice communautaire (1551);
- Orthophoniste (1255);
- Physiothérapeute (1233);
- Psychoéducateur ou psychoéducatrice (1652);
- Psychologue (1546);
- Thérapeute par l'art (1258);
- Spécialiste en activités cliniques (1407).

2) Codes 2000 à 2999 :

- Aide social ou aide sociale (2588);
- Assistant-infirmier-chef ou assistante-infirmière-chef ou assistant du supérieur immédiat ou assistante du supérieur immédiat (2489);
- Éducateur ou éducatrice (2691);
- Infirmier ou infirmière (2471);
- Infirmier chef d'équipe ou infirmière chef d'équipe (2459);
- Technicien ou technicienne en travail social (2586);
- Technicien ou technicienne en éducation spécialisée (2686);
- Technicien ou technicienne d'intervention en loisir (2696);
- Technologue en physiothérapie (2295);
- Travailleur ou travailleuse communautaire (2375);
- Responsable d'unité de vie ou de réadaptation (2694).

3) Codes 3000 et plus :

- Assistant ou assistante en réadaptation (3462);
- Auxiliaire aux services de santé et sociaux (3588);
- Conducteur ou conductrice de véhicules (6336);
- Gardien ou gardienne (6438);
- Gardien ou gardienne de résidence (6349);
- Infirmier auxiliaire ou infirmière auxiliaire (3455);
- Instructeur ou instructrice aux ateliers industriels (3585);
- Instructeur ou instructrice métier artisanal ou occupation thérapeutique (3598);
- Intervenant spécialisé en pacification et en sécurité (3547);
- Intervenant spécialisé en pacification et en sécurité chef d'équipe (3557);
- Préposé ou préposée à l'unité ou au pavillon (3685);
- Préposé ou préposée aux bénéficiaires (3480);
- Préposé ou préposée aux bénéficiaires chef d'équipe (3477);
- Surveillant ou surveillante en établissement (6422).

ARTICLE 2 JOURNÉE CHÔMÉE

La personne salariée détentrice d'un poste à temps complet visée par la présente lettre d'entente, peut convertir une partie de la prime prévue au paragraphe 9.20, en trois (3) journées chômées par année, à l'exception de la personne salariée qui bénéficie des congés mobiles prévus aux annexes I, O et P.

Les modalités d'application sont les suivantes :

- l'année de référence aux fins d'accumulation est du 1^{er} juillet au 30 juin;
- le choix de conversion d'une partie de la prime en journée chômée doit être effectué par la personne salariée au plus tard trente (30) jours avant le début de l'année de référence;
- la prise des journées chômées se fait après entente avec l'employeur;
- les journées chômées qui n'ont pas été prises sont monnayables à la fin de l'année de référence.

Toutefois, la personne salariée détenant un titre d'emploi faisant partie d'un des regroupements de titres d'emploi d'infirmiers ou infirmières, d'infirmiers ou infirmières auxiliaires ou, apparaissant à la liste ci-dessous mentionnée, ne peut bénéficier de la journée chômée :

- Audiologiste (1254);
- Audiologiste-orthophoniste (1204);
- Ergothérapeute (1230);
- Orthophoniste (1255);
- Physiothérapeute (1233);
- Préposé ou préposée aux bénéficiaires (3480);
- Préposé ou préposée aux bénéficiaires chef d'équipe (3477);
- Psychologue (1546);
- Travailleur social ou travailleuse sociale (1550).

ARTICLE 3 CENTRES OU SOUS-CENTRES D'ACTIVITÉS

3.01 Les dispositions prévues à la présente lettre d'entente s'appliquent aux centres ou sous-centres d'activités sont les suivants :

- 5202 Demande d'intervention auprès des jeunes contrevenants (LSJPA)
- 5203 Mécanisme d'accès (LPJ – LSJPA – LSSSS)
- 5400 Assistance et support aux jeunes et à la famille (LPJ – LSJPA – LSSSS)
- 5401 Assistance et support aux jeunes et à la famille (LSJPA)
- 5402 Assistance et support aux jeunes et à la famille (LPJ – LSSSS)
- 5410 Soutien aux services santé mentale (LSSSS)
- 5500 Unités de vie pour jeunes (LPJ – LSJPA – LSSSS)
- 5501 Unités de vie pour jeunes - Garde ouverte (LPJ – LSJPA)
- 5502 Unités de vie pour jeunes - Garde fermée (LPJ – LSJPA)
- 5503 Unités de vie pour jeunes - Régulières (LPJ – LSSSS)
- 5504 Unités de vie pour jeunes - Santé mentale (LPJ – LSJPA – LSSSS)
- 5600 Services externes (LPJ – LSJPA – LSSSS)
- 5860 Santé des jeunes (LPJ – LSJPA – LSSSS)
- 5917 Services psychosociaux pour les jeunes en difficulté et leur famille et le programme Crise-Adolescence-Famille-Enfance (CAFE)
- 5927 Intervention et suivi de crise seulement ainsi que le Programme UPS – Justice : intervention directe, en présence du client (excluant l'intervention téléphonique)
- 6661 Services spécifiques en itinérance
- 6670 Services spécialisés en toxicomanie – usagers admis
- 6682 Services externes en toxicomanie seulement pour les programmes suivants :
 - Clinique Cormier Lafontaine;
 - Équipe jeunesse intervenant en CJ;
 - Équipe toxico-justice;
 - Traitement de substitution;
 - Urgence-triage.
- 6690 Unité d'intervention brève de traitement en toxicomanie
- 6946 Internat – Déficience physique
- 6984 Foyers de groupe – Déficience physique
- 6985 Foyers de groupe en santé mentale - Jeunes 0-17 ans
- 6989 Foyers de groupe - Jeunes en difficulté (LPJ – LSJPA – LSSSS)
- 7000 Centre pour activités de jour
- 7010 Atelier de travail
- 7690 Transport externe des usagers
- 7710 Sécurité
- 8022 Réadaptation pour adultes – Traumatismes cranio-cérébraux
- 8032 Réadaptation pour enfants – Traumatismes cranio-cérébraux
- 8054 Services d'adaptation et de réadaptation à la personne et l'équipe mobile d'intervention
- 8090 Unité de réadaptation fonctionnelle intensive

Nonobstant les dispositions précédentes, pour les centres d'activités 7690 (transport externe des usagers) et 7710 (sécurité), seules les personnes salariées visées œuvrant directement auprès de

la clientèle présentant des troubles graves de comportement (TGC) recevant des soins et des services dans les centres ou sous-centres d'activités précédemment énumérés, bénéficient de la prime prévue au paragraphe 9.20.

3.02 Les centres ou sous-centres d'activités particuliers ayant fait l'objet d'une autorisation du Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) en vertu de l'annexe 4 de la circulaire ministérielle 2013-022, sont également visés par la présente lettre d'entente tant qu'ils continuent d'offrir des soins et des services à une clientèle présentant des TGC.

3.03 Si, au cours de la durée de la convention collective, un numéro de centre ou sous-centre d'activités est modifié, le CPNSSS en avise le syndicat et la liste sera mise à jour.

LETTRE D'ENTENTE NO 7

RELATIVE AUX PERSONNES SALARIÉES QUI ONT SUIVI LE COURS D'INITIATION À L'APPROCHE DES BÉNÉFICIAIRES

Les dispositions de la présente lettre d'entente s'appliquent aux personnes salariées à l'emploi des établissements suivants :

- Centre intégré de santé et de services sociaux du Bas-St-Laurent;
- Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal;
- Centre intégré universitaire de santé et de services sociaux de l'Estrie - Centre hospitalier universitaire de Sherbrooke;
- Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal.

La personne salariée qui a suivi le cours d'initiation à l'approche des bénéficiaires et qui a réussi son examen reçoit une prime hebdomadaire :

Taux 2023-04-01 au 2024-03-31 (\$)	Taux 2024-04-01 au 2025-03-31 (\$)	Taux 2025-04-01 au 2026-03-31 (\$)	Taux 2026-04-01 au 2027-03-31 (\$)	Taux à compter du 2027-04-01 (\$)
10,93	11,24	11,53	11,82	12,23

LETTRE D'ENTENTE NO 8

CONCERNANT LE NOMBRE DE PUÉRICULTRICES/GARDE-BÉBÉS, INFIRMIERS OU INFIRMIÈRES AUXILIAIRES À ÊTRE INSCRITS AU SNMO

Les parties conviennent de ce qui suit :

- 1- que le nombre de puéricultrices/garde-bébés, d'infirmiers auxiliaires ou infirmières auxiliaires bénéficiant de la sécurité d'emploi et inscrits au service national de main-d'œuvre (SNMO) n'excède pas soixante-trois (63);
- 2- que ce plafonnement demeure en vigueur pour la durée de la convention collective;
- 3- qu'aucun employeur ne pourra effectuer de mises à pied pouvant entraîner l'inscription de puéricultrices/garde-bébés, d'infirmiers ou infirmières auxiliaires bénéficiant de la sécurité d'emploi sur la liste du SNMO si le plafonnement de soixante-trois (63) est déjà atteint;
- 4- dans le cas où le nombre de puéricultrices/garde-bébés, d'infirmiers ou infirmières auxiliaires bénéficiant de la sécurité d'emploi et inscrits au SNMO est inférieur à soixante-trois (63), le comité paritaire national sur la sécurité d'emploi vérifiera si les nouvelles inscriptions ont pour effet de porter leur nombre au-delà de soixante-trois (63).

LETTRE D'ENTENTE NO 9

RELATIVE À LA RÉINSERTION SOCIALE DES PERSONNES BÉNÉFICIAIRES QUI PRÉSENTENT UNE DÉFICIENCE INTELLECTUELLE OU QUI SONT AUX PRISES AVEC DES PROBLÈMES D'ORDRE MENTAL

ARTICLE 1 OBJET

1.01 La présente lettre d'entente intervient afin de préciser les conditions applicables à la personne salariée détentrice de poste, affectée par un transfert ou une abolition de poste, découlant directement ou indirectement de la sortie à l'externe d'une partie ou de la totalité des personnes bénéficiaires dans le cadre de la réinsertion sociale.

La présente lettre d'entente s'applique également à la personne salariée détentrice de poste dont le transfert ou l'abolition de poste résulte d'une seconde opération de réinsertion sociale, c'est-à-dire lorsque des personnes bénéficiaires déjà sorties à l'externe sont transférées dans un autre type de ressource d'hébergement.

1.02 La convention collective continue de s'appliquer sous réserve de la présente lettre d'entente.

ARTICLE 2 CONSULTATION DE L'ÉQUIPE MULTIDISCIPLINAIRE

2.01 L'employeur s'engage à mettre en place, par unité ou service, une ou des équipes multidisciplinaires regroupant entre autres les personnes salariées intervenant directement auprès de la personne bénéficiaire.

2.02 Avant la sortie à l'externe d'une partie ou de la totalité des personnes bénéficiaires, l'employeur consulte l'équipe multidisciplinaire.

L'équipe multidisciplinaire évalue les besoins, élabore le plan d'intervention requis pour chaque personne bénéficiaire et recommande, s'il y a lieu, le type de ressource d'hébergement approprié pour chacune d'elles.

2.03 L'employeur s'engage à tenir compte des recommandations de l'équipe multidisciplinaire.

ARTICLE 3 SÉCURITÉ D'EMPLOI, MISE À JOUR ET RECYCLAGE

3.01 Dans le cas d'une opération de réinsertion sociale qui génère, dans un établissement, un transfert de personnes salariées ou une abolition de poste, l'employeur rencontre, préalablement à l'application de cette opération, le comité local de relations de travail afin de discuter des implications de l'opération sur les personnes salariées visées par la présente lettre d'entente.

3.02 Les dispositions du présent article viennent s'ajouter à celles déjà prévues à la convention collective et s'appliquent à toutes les personnes salariées détentrices de poste, et ce, quelle que soit leur ancienneté.

3.03 Les personnes salariées sont couvertes par l'un ou l'autre des paragraphes prévus à l'article 14 et bénéficient des dispositions qui s'y rattachent.

3.04 Les personnes salariées qui ne peuvent, suite à l'application de la procédure de supplantation, occuper un emploi, voient leur nom inscrit sur l'équipe de remplacement de l'établissement.

3.05 Les dispositions prévues au paragraphe 15.01, celles prévues au paragraphe 15.03 relatives au maintien des bénéficiaires, de même que celles prévues au paragraphe 15.05 relatives à la procédure de remplacement s'appliquent à ces personnes salariées.

3.06 Dans ce cas, l'employeur pourra leur offrir un programme de mise à jour ou de recyclage dans le but de favoriser leur remplacement dans un éventuel poste disponible dans l'établissement.

3.07 Les personnes salariées visées aux paragraphes précédents peuvent avec motif valable refuser de participer à tout programme de recyclage offert par l'employeur nécessaire à l'exercice des tâches qui leur sont confiées. À défaut d'un motif valable, elles sont réputées appartenir à la liste de rappel de l'établissement.

3.08 Ces programmes de mise à jour ou de recyclage sont sans frais pour les personnes salariées visées et elles continuent de recevoir une rémunération équivalant à celle qu'elles recevraient si elles étaient au travail.

3.09 Les personnes salariées qui ne peuvent avoir accès à un poste en vertu du paragraphe 3.06 de la présente lettre d'entente et celles qui ont refusé, pour motif valable, de participer à un programme de recyclage, voient leur nom inscrit sur la liste du SNMO et bénéficient des dispositions des paragraphes 15.05 et 15.17.

ARTICLE 4 DISPOSITIONS D'APPLICATION

4.01 Les personnes salariées n'ayant pas été replacées en vertu des dispositions prévues à l'article 3 de la présente lettre d'entente peuvent convenir d'arrangements particuliers avec l'employeur tels que indemnité de départ, retraite anticipée, etc. Ces arrangements sont valables lorsqu'ils ont reçu l'approbation écrite du syndicat.

4.02 Dans le cadre de l'application de la présente lettre d'entente, les personnes salariées qui sont transférées à l'extérieur d'un rayon de cinquante (50) kilomètres bénéficient d'une prime de remplacement équivalant à trois (3) mois de salaire et du remboursement des frais de déménagement prévus à la convention collective.

Pour avoir droit à ces remboursements, le déménagement doit avoir lieu à l'intérieur d'un délai maximum de six (6) mois de l'entrée en fonction dans leur nouveau poste.

4.03 Toute mécontentement relative à l'application de la présente lettre d'entente est soumise à la procédure d'arbitrage prévue à la convention collective.

Toutefois, advenant une mécontentement concernant l'application de l'article 2 de la présente lettre d'entente, les parties locales conviennent de soumettre le cas devant une ou un arbitre dans les dix (10) jours de la décision de l'employeur sur le plan de services individualisé. L'arbitre doit rendre une décision dans les cinq (5) jours qui suivent la date où le grief lui a été soumis.

Le rôle de l'arbitre concernant l'article 2 de la présente lettre d'entente consiste à vérifier si la procédure de consultation prévue à cet article a été valablement suivie. L'arbitre ne peut se saisir du plan de services individualisé et des plans d'intervention.

Si l'arbitre juge que la procédure de consultation n'a pas été valablement suivie, il ordonne à l'employeur de rencontrer l'équipe multidisciplinaire et de recevoir ses recommandations.

Les délais prévus dans le présent article sont de rigueur et se situent à l'intérieur du processus devant mener à la sortie de la personne bénéficiaire.

4.04 Cette lettre d'entente ne pourra être invoquée comme précédent.

LETTRE D'ENTENTE NO 10

RELATIVE À CERTAINES INFIRMIÈRES AUXILIAIRES OU CERTAINS INFIRMIERS AUXILIAIRES

L'infirmière ou infirmier auxiliaire à l'emploi de l'établissement le 15 juin 2000 qui bénéficie de la prime de perfectionnement prévue au paragraphe 3.02 de l'annexe « C » de la convention collective SCFP-CHP (1995-1998), continue d'en bénéficier tant qu'elle ou qu'il demeure à l'emploi de l'établissement dans ce titre d'emploi.

LETTRE D'ENTENTE NO 11

RELATIVE À LA SANTÉ ET SÉCURITÉ AU TRAVAIL

- 1- Les parties conviennent de former dans les trente (30) jours de la signature des présentes, un comité national relatif à la santé et sécurité au travail;
- 2- Le comité est composé de deux (2) personnes représentant la partie syndicale et de deux (2) personnes représentant la partie patronale;
- 3- Les parties conviennent du mandat du comité et de son mode de fonctionnement. À moins que les parties n'en conviennent autrement, les sujets traités dans le cadre du présent comité devront être différents de ceux discutés dans le cadre de la lettre d'entente no 46 ;
- 4- Les parties devront, dans le cadre de leurs travaux en comité, explorer la possibilité de mettre en place une formation dispensée à l'embauche concernant la prévention en santé et sécurité ainsi que son mécanisme de déploiement pour l'ensemble des personnes salariées déjà à l'emploi.

LETTRE D'ENTENTE NO 12

RELATIVE AU COMITÉ PARITAIRE LOCAL INTERSYNDICAL EN MATIÈRE DE CONCILIATION FAMILLE-TRAVAIL-ÉTUDES

Les parties négociantes recommandent aux parties locales de créer, par arrangement local, un comité paritaire intersyndical en matière de conciliation famille-travail-études (CFTÉ), dont, le cas échéant, les mandats sont notamment :

- de consulter les personnes salariées afin d'identifier les besoins en matière de CFTÉ;
- d'analyser les données recueillies;
- de proposer des mesures adaptées aux besoins des personnes salariées ainsi qu'à la réalité du milieu de travail et, s'il y a lieu, d'analyser l'opportunité d'implanter celles-ci par des projets-pilotes.

La composition, le rôle et le fonctionnement sont déterminés par les parties locales.

Dans le cas où le comité paritaire intersyndical en matière de CFTÉ n'est pas mis en œuvre, les parties pourront, par arrangement local, convenir de discuter au comité local de relations de travail, des mandats ci-dessus prévus.

LETTRE D'ENTENTE NO 13

CONCERNANT LES PROJETS DE RÉORGANISATION

Dans le cadre de tout projet de transformation ou de réorganisation ayant pour effet d'entraîner l'application de l'un ou l'autre des paragraphes 14.01 à 14.07 de la convention collective, l'employeur s'engage, avant toute prise de décision finale, à rencontrer le syndicat afin de lui permettre de proposer toute alternative, suggestion ou modification contributive à la réalisation des objectifs poursuivis par l'établissement.

L'employeur fournit au syndicat les informations suivantes :

- la nature de la transformation ou de la réorganisation projetée;
- les motifs à la base de cette transformation ou réorganisation et les objectifs poursuivis;
- les services (ou unités de travail) de l'établissement susceptibles d'être touchés par la transformation ou la réorganisation projetée;
- l'échéancier prévu pour la prise de décision ainsi que le calendrier d'implantation projeté;
- toute autre information pertinente.

LETTRE D'ENTENTE NO 14

RELATIVE À LA FORMATION ET À L'ENCADREMENT PROFESSIONNEL DES PERSONNES SALARIÉES AFFECTÉES À LA RÉADAPTATION, AUX SOINS OU À LA SURVEILLANCE DES PERSONNES BÉNÉFICIAIRES ET NOUVELLEMENT EMBAUCHÉES

Champ d'application

Les dispositions de la présente lettre d'entente s'appliquent à la formation et à l'encadrement professionnel des personnes salariées qui sont affectées à la réadaptation, aux soins ou à la surveillance des personnes bénéficiaires et qui ont moins de deux (2) ans de pratique dans leur emploi.

Budget annuel pour la formation et l'encadrement professionnel

À compter de la date d'entrée en vigueur de la convention collective, et ce, jusqu'au 30 mars 2028, l'employeur consacre, du 1^{er} avril au 31 mars de chaque année, un budget spécifiquement dédié à la formation et à l'encadrement professionnel. Ce budget est équivalent à :

- 0,19 %¹ de la masse salariale² pour le personnel en soins infirmiers et cardiorespiratoires affecté à la réadaptation, aux soins ou à la surveillance des personnes bénéficiaires;
- 0,10 %¹ de la masse salariale² pour le personnel paratechnique, des services auxiliaires et de métiers affecté à la réadaptation, aux soins ou à la surveillance des personnes bénéficiaires;
- 0,19 %¹ de la masse salariale² pour le personnel techniciens et professionnels de la santé et des services sociaux affecté à la réadaptation, aux soins ou à la surveillance des personnes bénéficiaires.

Les parties doivent convenir, par arrangement local, de l'utilisation du budget.

Si, au cours d'une année, l'employeur n'engage pas tout le montant ainsi déterminé, la différence est reportée à l'année suivante.

Disposition transitoire

Pour l'année financière 2024-2025, le budget est établi au prorata de la période se situant entre la date d'entrée en vigueur de la convention collective et le 31 mars 2025.

¹ Le pourcentage est calculé sur la masse salariale des personnes salariées de cette catégorie affectées à la réadaptation, aux soins ou à la surveillance des personnes bénéficiaires.

² La masse salariale est la somme versée, pour l'année financière précédente, à titre de salaire de base prévu à la nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux, congés avec solde, jours de maladie et assurance salaire auxquels on ajoute les avantages sociaux payés sous forme de pourcentage (vacances, congés fériés, congés de maladie et, s'il y a lieu, assurance salaire) aux personnes salariées à temps partiel. Sont exclus de la masse salariale les suppléments, les primes ainsi que la rémunération additionnelle.

LETTRE D'ENTENTE NO 15

RELATIVE À LA NOTION DE SERVICE

CHAMP D'APPLICATION

La présente lettre d'entente s'applique aux personnes salariées de la catégorie du personnel en soins infirmiers et cardiorespiratoires, de la catégorie du personnel paratechnique, des services auxiliaires et de métiers et de la catégorie du personnel de bureau, techniciens et professionnels de l'administration.

NOTION DE SERVICE

La matière 2 des dispositions locales des conventions collectives des syndicats du SCFP-FTQ est modifiée afin d'intégrer le paragraphe suivant sur la notion de service :

« Ensemble d'activités constituant une entité distincte au sens de la structure organisationnelle de l'établissement, lequel tient compte, notamment, des soins ou services à dispenser aux usagers, et ce, tel que déterminé par l'employeur. »

De plus, les dispositions locales ne prévoyant pas la possibilité qu'un service puisse être réparti sur plus d'une installation ou celles prévoyant un nombre d'installations dans lesquelles peuvent être réparties un service ou les territoires couverts par un service sont modifiées afin d'intégrer le paragraphe suivant :

« L'employeur peut créer des services sur plus d'une installation si cela favorise une meilleure organisation des soins et services ou augmente l'accessibilité aux soins et services ou lorsque la nature spécifique des soins et services exercés dans un service le justifie. »

Ces modifications aux dispositions locales ne doivent pas avoir pour effet de modifier ou de rendre inopérants les autres éléments qui se retrouvent dans la matière 2 ou toutes autres dispositions locales de la convention collective qui ne concernent pas la notion de service, le nombre d'installations dans lesquelles peuvent être répartis un service ou les territoires couverts par un service.

LETTRE D'ENTENTE NO 16

RELATIVE À LA TITULARISATION DES PERSONNES SALARIÉES À TEMPS PARTIEL EN SOINS INFIRMIERS ET CARDIORESPIRATOIRES

Sous réserve des dispositions particulières, la présente lettre d'entente ne s'applique qu'aux établissements n'ayant pas terminé le processus de titularisation à la date d'entrée en vigueur de la présente convention collective.

La présente lettre d'entente s'applique à la date convenue par les parties locales pour la titularisation des personnes salariées en conformité avec la définition prévue au paragraphe 2.01 de l'annexe S mais au plus tard six (6) mois après la date d'entrée en vigueur des stipulations négociées et agréées à l'échelle locale ou régionale.

L'employeur détermine le nombre de personnes salariées à temps partiel nécessaire.

La personne salariée qui refuse de présenter sa candidature à un poste est réputée avoir démissionné.

La personne salariée qui a posé sa candidature à un ou des postes de l'établissement et qui n'a pu obtenir de poste au terme de l'exercice de dotation est mise à pied, inscrite au service national de main-d'œuvre et bénéficie des dispositions relatives à la priorité d'emploi ou à la sécurité d'emploi, s'il y a lieu.

Cependant, dans le cas où la personne salariée n'a pu obtenir un poste au terme de l'exercice de dotation et qu'il demeure des postes vacants pour lesquels elle satisfait aux exigences normales de la tâche, elle est considérée comme ayant posé sa candidature à ces postes. Dans le cas où elle refuse un tel poste, elle est réputée avoir démissionné.

Dispositions particulières

Lors d'une intégration d'activités visée à l'article 330 de la Loi sur les services de santé et les services sociaux (RLRQ, c. S-4.2) ou d'une fusion d'établissements visée à l'article 323 de cette loi, l'établissement intégrant ou le nouvel établissement résultant de la fusion est soumis aux dispositions de la présente lettre d'entente de même qu'à la possibilité pour les parties locales de s'en soustraire, le cas échéant, aux conditions prévues à l'annexe S de la convention collective.

Il en est de même lorsqu'un établissement privé conventionné acquiert l'entreprise d'un autre établissement privé et intègre les activités de cet établissement aux siennes ou fusionne avec cet autre établissement.

LETTRE D'ENTENTE NO 17

RELATIVE À L'AMÉNAGEMENT DU TEMPS DE TRAVAIL

1. Champ d'application

Les dispositions de la présente lettre d'entente s'appliquent à la personne salariée détentrice d'un poste à temps complet dont la semaine régulière de travail est répartie sur cinq (5) jours qui œuvre sur le quart de soir, de nuit ou de rotation. Elles s'appliquent aussi à la personne salariée œuvrant sur le quart de jour et ayant trois (3) années de service et plus.

L'aménagement du temps de travail se fait sur une base individuelle et volontaire.

2. Modalités d'application de l'aménagement du temps de travail

La personne salariée et l'employeur peuvent, par entente, convenir d'un aménagement du temps de travail, comprenant notamment les modalités suivantes:

- la date de la mise en application;
- la durée des demandes d'aménagement du temps de travail.

La manière de disposer des heures de travail dégagées par l'application du modèle est celle prévue aux dispositions locales.

Lorsqu'il n'est pas possible d'accorder l'accès à l'aménagement du temps de travail à l'ensemble des personnes salariées volontaires, l'employeur déploie ledit aménagement du temps de travail en tenant compte de l'ancienneté.

A. Quart de jour ou de soir

La personne salariée détentrice d'un poste à temps complet œuvrant sur le quart de soir qui désire se prévaloir d'un horaire de neuf (9) jours de travail par période de quatorze (14) jours, bénéficie d'un (1) jour de congé payé par période de quatorze (14) jours par la réduction de (12) jours de congé férié, dix (10) jours de congé annuel et trois (3) jours de congé de maladie.

Les mêmes dispositions s'appliquent à la personne salariée détentrice d'un poste à temps complet œuvrant sur le quart de jour et ayant trois (3) années de service et plus.

B. Quart de nuit

- a) La personne salariée détentrice d'un poste à temps complet œuvrant sur le quart de nuit qui désire se prévaloir d'un horaire de neuf (9) jours de travail par période de quatorze (14) jours, bénéficie d'un (1) jour de congé payé par période de quatorze (14) jours par la conversion de la prime de nuit en temps chômé. Dans un tel cas, les dispositions prévues aux paragraphes 1.02 et suivants de l'annexe N s'appliquent.
- b) La personne salariée détentrice d'un poste à temps complet œuvrant sur le quart de nuit qui désire se prévaloir d'un horaire de huit (8) jours de travail par période de quatorze (14) jours, bénéficie de deux (2) jours de congé payés par période de quatorze (14) jours :

- i) Par la conversion d'une partie de la prime de nuit en temps chômé pour l'équivalent de vingt-cinq (25) jours ;
- ii) Et, par la réduction de douze (12) jours de congé férié, dix (10) jours de congé annuel et trois (3) jours de congé de maladie ;
- iii) La personne salariée qui peut convertir plus de vingt-cinq (25) jours en utilisant la totalité de sa prime de nuit, peut :
 - convertir la totalité des jours excédentaires afin de réduire d'autant le nombre de jours de congé annuel prévu au sous-alinéa ii). Le cas échéant, le montant résiduel représentant la fraction de jour qui ne constitue pas un jour complet est rémunéré;
 - ou
 - se faire rémunérer la partie de la prime de nuit qui n'est pas convertie, au plus tard, dans les trente (30) jours suivants chaque date anniversaire d'application de l'aménagement du temps de travail pour la personne salariée.

Aux fins d'application du présent sous-alinéa, l'excédent s'établit comme suit :

- 14 % de la prime équivaut à 2 jours pour la personne salariée ayant entre 0 et 5 ans d'ancienneté;
 - 15 % de la prime équivaut à 3,7 jours pour la personne salariée ayant entre 5 et 10 ans d'ancienneté;
 - 16 % de la prime équivaut à 5,3 jours pour la personne salariée ayant 10 ans et plus d'ancienneté.
- iv) Lors de toute absence pour laquelle la personne salariée reçoit une rémunération, une prestation ou une indemnité, le salaire ou, le cas échéant, le salaire servant à établir telle prestation ou indemnité, est réduit, lors de cette absence, du pourcentage de la prime de nuit qui lui serait applicable en vertu de l'alinéa A-2 du paragraphe 9.05 de la convention collective.

Le présent sous-alinéa ne s'applique pas lors des absences suivantes :

- a) congés fériés;
- b) congé annuel;
- c) congé de maternité, de paternité et d'adoption;
- d) absence pour invalidité à compter de la huitième (8^e) journée ouvrable;
- e) absence pour lésion professionnelle reconnue comme telle selon les dispositions de la Loi sur les accidents du travail et les maladies professionnelles (RLRQ, c. A-3.001);
- f) journées additionnelles de congé payées en application des sous-alinéas i) et ii).

C. Quart de rotation

La personne salariée détentrice d'un poste à temps complet sur un quart de rotation peut se prévaloir de l'aménagement du temps de travail uniquement pour la portion du travail effectué sur le quart de soir ou de nuit. Les modalités applicables sont celles prévues pour les postes à temps complet de soir ou de nuit, et ce, au prorata du temps travaillé sur ces quarts.

Malgré ce qui précède, la personne salariée ayant trois (3) années de service et plus peut se prévaloir de l'aménagement du temps de travail sur la portion travaillée sur le quart de jour également.

D. Conciliation

Lorsque la personne salariée cesse d'être visée par la présente lettre d'entente en cours d'année, la réduction du nombre de jours de congé de maladie et de congé annuel prévue au paragraphe A ou au sous-alinéa ii) du paragraphe B est établie au prorata du temps écoulé depuis la dernière date anniversaire d'application de la lettre d'entente à la personne salariée et la date de terminaison par rapport à une année complète.

Dans un tel cas, l'employeur verse également à la personne salariée travaillant sur le quart de nuit, un montant correspondant à la partie de la prime qui n'a pas fait l'objet de conversion, et ce, au prorata du nombre de jours travaillés entre la date anniversaire d'application de la lettre d'entente à la personne salariée et la date de terminaison par rapport au nombre de jours de travail compris dans cette période. Aux fins de la présente disposition, les jours de congé découlant de l'application des sous-alinéas i) et ii) du paragraphe B sont réputés être des jours travaillés.

E. Statut de la personne salariée à temps partiel qui effectue le remplacement sur les quarts libérés

La personne salariée détentrice d'un poste à temps partiel qui effectue le remplacement sur les quarts libérés par la personne salariée à temps complet conserve son statut de personne salariée à temps partiel à moins que les parties locales n'en conviennent autrement.

F. Fin de l'application de l'aménagement du temps de travail

Lorsque la ou les journées de la personne salariée qui bénéficie de l'aménagement du temps de travail ne sont plus récupérées, et ce, pour une période d'au moins quinze (15) jours, l'employeur peut mettre fin à cet aménagement du temps de travail après avoir donné un préavis de quinze (15) jours à la personne salariée visée.

LETTRE D'ENTENTE NO 18

RELATIVE À LA CRÉATION D'UN COMITÉ NATIONAL CONCERNANT L'INTRODUCTION D'UN STATUT DE PERSONNES SALARIÉES ÉTUDIANTES

CONSIDÉRANT la rareté de main-d'œuvre actuelle et anticipée;

CONSIDÉRANT la nécessité de mieux soutenir les différentes équipes de travail du réseau de la santé et des services sociaux (RSSS);

CONSIDÉRANT que les parties souhaitent développer la contribution des personnes salariées étudiantes afin d'apporter un soutien additionnel aux équipes en place;

CONSIDÉRANT la volonté des parties de déployer des mesures favorisant l'intégration et la rétention des étudiants dans le RSSS;

CONSIDÉRANT la volonté des parties de promouvoir les opportunités d'emploi au sein du RSSS et d'offrir aux personnes salariées étudiantes d'amorcer leur parcours professionnel avant l'obtention de leur diplôme dans un domaine d'études requis par l'un des titres d'emploi du RSSS;

CONSIDÉRANT la nécessité d'offrir aux personnes salariées étudiantes des conditions de travail non discriminatoires.

Les parties conviennent de ce qui suit :

Dans les soixante (60) jours de la date d'entrée en vigueur de la convention collective, les parties mettent en place un comité national concernant l'introduction d'un statut de personnes salariées étudiantes et leur contribution dans le RSSS.

MANDATS DU COMITÉ

Le comité a pour mandats de :

- convenir de projets pilotes sur l'intégration d'étudiants;
- déterminer les titres d'emploi visés aux fins de la mise en place des projets pilotes;
- poursuivre les discussions sur les modalités applicables aux personnes salariées étudiantes;
- étudier la présence et la contribution actuelle des personnes salariées étudiantes dans le RSSS et identifier des moyens afin de maximiser cette contribution;
- déterminer les indicateurs de main-d'œuvre, notamment le taux de rétention, le nombre de projets pilotes mis en place, les années de scolarité des personnes salariées étudiantes, le taux de satisfaction et le taux de fidélisation;
- évaluer les effets des projets pilotes sur la base d'une analyse des indicateurs déterminés au préalable par le comité;
- formuler des recommandations aux parties négociantes;

- produire un rapport final aux parties négociantes quant au suivi de l'application de la lettre d'entente, au plus tard six (6) mois avant l'échéance de la convention collective.

COMPOSITION DU COMITÉ

Le comité est composé d'un maximum de trois (3) représentants de la partie patronale et d'un maximum de trois (3) représentants de la partie syndicale.

Les parties peuvent s'adjoindre des personnes-ressources au besoin.

LETTRE D'ENTENTE NO 19

RELATIVE À LA RÉMUNÉRATION DES PERSONNES SALARIÉES DU TITRE D'EMPLOI D'AVOCAT OU AVOCATE

Les dispositions de la convention collective s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente lettre d'entente, aux personnes salariées détenant le titre d'emploi d'avocat ou avocate (1114) prévu à la nomenclature.

ARTICLE 1 AVANCEMENT D'ÉCHELON

Malgré les dispositions du paragraphe 2.19 de l'annexe F de la convention collective, la personne salariée du titre d'emploi d'avocat ou avocate ne peut bénéficier de l'avancement accéléré d'un échelon suite à un rendement jugé exceptionnel par l'employeur.

ARTICLE 2 PRIME DE RÉTENTION DES AVOCATS

2.01 La personne salariée du titre d'emploi d'avocat ou avocate peut bénéficier d'une prime de rétention à trois (3) niveaux selon les modalités d'application suivantes :

- Après avoir séjourné un (1) an à l'échelon 18 de l'échelle de salaire depuis son dernier avancement d'échelon : une prime de 5 % du salaire de l'échelle correspondant à l'échelon 18;
- Après avoir séjourné deux (2) ans à l'échelon 18 de l'échelle de salaire depuis son dernier avancement d'échelon : une prime de 10 % du salaire de l'échelle correspondant à l'échelon 18;
- Après avoir séjourné trois (3) ans à l'échelon 18 de l'échelle de salaire depuis son dernier avancement d'échelon : une prime de 15 % du salaire de l'échelle correspondant à l'échelon 18.

Les trois (3) niveaux de prime ne sont pas cumulables.

Les règles relatives à l'avancement dans les échelles de salaire prévues à la convention collective s'appliquent aux fins du calcul de la durée de séjour à l'échelon 18.

2.02 La prime de rétention est accordée sur rendement satisfaisant. Elle est maintenue d'une année à l'autre à moins que l'employeur signifie par un avis écrit à la personne salariée du titre d'emploi d'avocat ou avocate que celle-ci ne produit plus un rendement satisfaisant. Cet avis est transmis à la personne salariée du titre d'emploi d'avocat ou avocate au moins trente (30) jours avant la date de cessation de la prime.

2.03 Cette prime n'est pas cotisable aux fins du régime de retraite.

LETTRE D'ENTENTE NO 20

RELATIVE À CERTAINES MODALITÉS POUR RENDRE LE TEMPS COMPLET ATTRACTIF POUR LA CATÉGORIE DE PERSONNEL EN SOINS INFIRMIERS ET CARDIORESPIRATOIRES

CONSIDÉRANT la nature particulière du travail réalisé dans les services où les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine par la catégorie du personnel en soins infirmiers et cardio-respiratoires;

Les parties conviennent de ce qui suit :

SECTION I HORAIRE 9/14 POUR LA PERSONNE SALARIÉE DÉTENTRICE D'UN POSTE À TEMPS COMPLET SUR UN QUART STABLE DE SOIR

La personne salariée détentrice d'un poste à temps complet sur un quart stable de soir dont la semaine régulière de travail est répartie sur cinq (5) jours dans un service où les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine peut, après entente avec l'employeur, bénéficier d'un aménagement du temps de travail prévoyant un horaire de neuf (9) jours de travail par période de quatorze (14) jours.

Dans tous les cas, cette entente ne doit entraîner aucun coût supplémentaire.

Lorsqu'il n'est pas possible d'accorder l'accès à l'horaire de neuf (9) jours de travail par période de quatorze (14) jours à l'ensemble des personnes salariées volontaires, l'employeur déploie ledit aménagement du temps de travail en tenant compte de l'ancienneté.

La personne salariée visée qui désire se prévaloir d'un horaire de neuf (9) jours de travail par période de quatorze (14) jours pendant vingt-quatre (24) périodes de quatorze (14) jours, bénéficie d'un (1) jour de congé payé par période de quatorze (14) jours, selon la manière et l'ordre suivants :

- i. par la réduction de neuf (9) jours de congé férié et trois (3) jours de congé de maladie, pour l'équivalent de douze (12) périodes de quatorze (14) jours;
- ii. et, par la conversion d'une partie de la prime de soir en temps chômé, pour l'équivalent de douze (12) jours pour douze (12) périodes de quatorze (14) jours.

Aux fins d'application du sous-alinéa précédent, le mode de conversion de la prime de soir en jour de congés chômés s'établit comme suit :

- 6 % équivaut à douze (12) jours.

Lorsque la personne salariée cesse d'être visée par la présente lettre d'entente en cours d'année, la réduction du nombre de jours de congé férié et de congé de maladie prévue au sous-alinéa i) de la présente section est établie au prorata du temps écoulé depuis la dernière date anniversaire d'application de la lettre d'entente à la personne salariée et la date de terminaison par rapport à une année complète.

Dans un tel cas, l'employeur verse également à la personne salariée travaillant sur le quart stable de soir, un montant correspondant à la partie de la prime qui n'a pas fait l'objet de conversion, et ce, au prorata du nombre de jours travaillés entre la date anniversaire d'application de la lettre d'entente à la personne salariée et la date de terminaison par rapport au nombre de jours de travail compris dans cette période. Aux fins de la présente disposition, les jours de congé découlant de l'application des sous-alinéas i) et ii) de la présente section, le cas échéant, sont réputés être des jours travaillés.

Au plus tard le 15 décembre de chaque année, l'employeur procède aux ajustements monétaires nécessaires, le cas échéant, en regard de la prime de soir majorée utilisée ou non aux fins de conversion en congés chômés.

LETTRE D'ENTENTE NO 21

RELATIVE À CERTAINES PERSONNES SALARIÉES INVALIDES AU MOMENT OÙ LA CONVENTION COLLECTIVE LEUR DEVIENT APPLICABLE

Les parties conviennent qu'une personne salariée visée par une convention collective autre qu'une convention collective liant le Comité patronale de négociation du secteur de la santé et des services sociaux (CPNSSS) et le Syndicat canadien de la fonction publique (SCFP-FTQ) et qui bénéficie de l'assurance salaire de courte durée à la date où la présente convention collective lui devient applicable est régie par les dispositions du régime d'assurance salaire de courte durée (maximum 104 semaines) prévu à la présente convention collective.

Malgré ce qui précède, cette personne salariée continue de recevoir, pour une même période d'invalidité, une prestation d'assurance salaire telle qu'établie en vertu de la convention collective qui lui était applicable au moment où son invalidité a débuté. De plus cette personne salariée, à moins que la convention collective qui lui était applicable au moment où son invalidité a débuté n'ait été une convention collective liant le CPNSSS avec le SQEES-298 (FTQ) ou avec le SEPB-Québec (FTQ), ne bénéficie pas du régime d'assurance salaire de longue durée prévu à l'alinéa e) du paragraphe 23.29 de la présente convention collective ou de toute autre disposition afférente à ce régime.

LETTRE D'ENTENTE NO 22

RELATIVE À LA CRÉATION D'UN COMITÉ NATIONAL INTERSYNDICAL SUR LE SUIVI DES MÉCANISMES DE PRÉVENTION ET DE PARTICIPATION PRÉVUS À LA LOI MODERNISANT LE RÉGIME DE SANTÉ ET DE SÉCURITÉ DU TRAVAIL

Dans les quatre-vingt-dix (90) jours de la date d'entrée en vigueur de la convention collective, les parties mettent en place un comité national intersyndical sur le suivi des mécanismes de prévention et de participation (MPP) prévus à la Loi modernisant le régime de santé et de sécurité du travail, LQ 2021, c. 27 (LMRSST) dans les établissements du réseau de la santé et des services sociaux (RSSS).

MANDATS DU COMITÉ

Le comité a pour mandats :

- de suivre la mise en place et répertorier les différentes structures d'organisation des MPP dans le cadre des mesures transitoires prévues à la LMRSST et dans le cadre du règlement sur les MPP à être adopté;
- de requérir des établissements un état de situation sur l'avancement des travaux de mise en place des MPP ainsi que sur les mesures relatives aux risques psychosociaux;
- d'analyser les états de situation reçus;
- d'identifier les structures d'organisation des MPP qui démontrent un potentiel d'efficience et d'efficacité accrue;
- de répertorier et diffuser les meilleures pratiques liées aux MPP;
- de produire un bilan à l'échéance du régime intérimaire;
- de formuler des recommandations et produire un rapport final aux parties négociantes six (6) mois avant l'échéance de la convention collective. Les parties peuvent également convenir de formuler des recommandations aux parties négociantes en cours de travaux du comité.

COMPOSITION DU COMITÉ

Le comité est composé de quatre (4) représentants de la partie patronale, incluant un (1) représentant de la Direction de l'expérience employé (DEE) - Direction générale de la gestion de la main-d'œuvre (DGGMO) du ministère de la Santé et des Services sociaux (MSSS) et de sept (7) représentants de la partie syndicale (un (1) représentant de chaque organisation syndicale FSSS-CSN, FP-CSN, APTS, SCFP-FTQ, SQEES-298-FTQ, FSQ-CSQ et SPGQ).

Au besoin, les parties peuvent s'adjoindre des personnes-ressources.

LETTRE D'ENTENTE NO 23

RELATIVE À L'ANALYSE DE CERTAINS SUJETS RÉFÉRÉS AU COMITÉ PROVINCIAL DE RELATIONS DE TRAVAIL

Pour la durée de la présente convention collective, les parties conviennent de discuter au comité provincial de relations de travail, prévu à l'article 33, dans la mesure où les parties y consentent, notamment des sujets suivants :

- abroger l'annexe J concernant les conditions particulières applicables lors d'une intégration faite en vertu des articles 130 à 136 de la loi sur la santé et la sécurité du travail;
- abroger la lettre d'entente no 4 relative au comité national sur les changements structurels du réseau de la santé et des services sociaux;
- abroger la lettre d'entente no 8 concernant le nombre de puéricultrices/garde-bébés, infirmiers ou infirmières auxiliaires à être inscrits au SNMO;
- abroger la lettre d'entente no 9 relative à la réinsertion sociale des personnes bénéficiaires qui présentent une déficience intellectuelle ou qui sont aux prises avec des problèmes d'ordre mental;
- assurer la concordance générale de toute la convention collective.

Les parties peuvent convenir de modifier la convention collective en cours de travaux du comité.

LETTRE D'ENTENTE NO 24

RELATIVE A LA PERSONNE SALARIÉE DU TITRE D'EMPLOI DE PSYCHOLOGUE

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente lettre d'entente s'appliquent à la personne salariée détenant le titre d'emploi de psychologue (1546).

ARTICLE 2 MAJORATION DE SALAIRE

À compter de la date d'entrée en vigueur de la convention collective, la personne salariée visée a droit à une majoration de salaire de 10,0 % sans égard à l'échelon auquel elle se situe.

Cette majoration salariale est applicable sur le taux de base horaire de la personne salariée¹.

Méthode et formule d'ajustement de la majoration salariale²

Le pourcentage de majoration salariale est diminué de tout ajustement salarial³ à l'exclusion des paramètres généraux d'augmentation salariale prévus au paragraphe 7.27 et de l'ajustement salarial prévu au paragraphe 7.28.

La diminution de la majoration salariale est appliquée selon la méthode et la formule suivantes :

Le pourcentage de la majoration salariale est déterminé en utilisant le taux de base horaire de l'échelon maximum de l'échelle de salaire. Le pourcentage de référence de la majoration salariale, pour le premier ajustement à survenir, est celui en vigueur à la date d'entrée en vigueur de la convention collective.

Mathématiquement :

$$\% \text{ Majoration salariale}_{t+1} = \left[\left(\frac{\text{Taux de base horaire de l'échelon maximum}_t \times (1 + \% \text{ Majoration salariale}_t / 100)}{\text{Taux de base horaire de l'échelon maximum}_{t+1}} \right) - 1 \right] \times 100$$

Où,

t = La date précédant l'augmentation du taux de base horaire de l'échelon maximum;

$t + 1$ = La date où le taux de base horaire de l'échelon maximum est augmenté.

-
- ¹ La personne salariée qui reçoit la majoration salariale, en plus de son taux de base horaire, n'est pas considérée hors taux ou hors échelle.
 - ² Le calcul de la majoration salariale est effectué par le Secrétariat du Conseil du trésor selon les dispositions de la présente lettre d'entente.
 - ³ Incluant les ajustements salariaux liés à l'évaluation du maintien de l'équité salariale ou aux relativités salariales et octroyés après le 1^{er} avril 2015.

Le résultat du numérateur doit être arrondi au cent⁴.

Le pourcentage obtenu, de la majoration salariale, est arrondi à une décimale après la virgule.⁵

Si, au cours de la durée de la convention collective, la majoration salariale est diminuée conformément à la méthode et formule d'ajustement de la majoration salariale, le Comité patronal de négociation du secteur de la santé et des services sociaux en avise le syndicat.

ARTICLE 3 PRIME DE RÉTENTION POUR LE TITRE D'EMPLOI DE PSYCHOLOGUE

À compter de la date d'entrée en vigueur de la convention collective, la personne salariée visée bénéficie d'une prime de rétention de 6,5% de son taux de base horaire, bonifié de la majoration salariale prévue à l'article 2, si elle travaille la totalité du nombre d'heures prévu à son titre d'emploi.

Le nombre d'heures est constitué des heures régulières effectivement travaillées et des heures d'absence suivantes :

- Les congés suivants prévus à la convention collective :
 - les congés annuels;
 - les congés fériés;
 - les congés de maladie;
 - les congés mobiles;
 - les congés spéciaux en vertu des paragraphes 22.19 et 22.19A;
 - les congés sociaux en vertu de l'article 25.
- Les libérations syndicales rémunérées par l'employeur ou remboursées par le syndicat lorsqu'il est prévu que la personne salariée visée est au travail;
- La formation offerte par l'employeur et prévue à l'horaire de travail;
- Les absences rémunérées par l'employeur en vertu de l'article 59 de la Loi sur les accidents du travail et les maladies professionnelles (RLRQ, c. A-3.001) ou de l'article 36 de la Loi sur la santé et sécurité du travail (RLRQ, c. S-2.1);
- Les périodes d'invalidité prévues aux alinéas b) et c) du paragraphe 23.29.

La prime de rétention est non cotisable aux fins du régime de retraite.

La prime de rétention prend fin le 30 mars 2028.

⁴ Lorsque l'arrondi se fait au cent, il faut prévoir que quand la virgule décimale est suivie de trois chiffres et plus, le troisième chiffre et les suivants sont retranchés si le troisième chiffre est inférieur à cinq. Si le troisième chiffre est égal ou supérieur à cinq, le deuxième est porté à l'unité supérieure et le troisième et les suivants sont retranchés.

⁵ Ainsi quand la virgule est suivie de deux chiffres et plus, le deuxième chiffre et les suivants sont retranchés si le deuxième chiffre est inférieur à cinq. Si le deuxième chiffre est égal ou supérieur à cinq, le premier est porté à l'unité supérieure et le deuxième et les suivants sont retranchés.

ARTICLE 4 DISPOSITIONS RELATIVES À LA PERSONNE SALARIÉE À TEMPS PARTIEL

Les dispositions de la présente lettre d'entente s'appliquent à la personne salariée à temps partiel en y faisant les adaptations suivantes :

- Les bénéfices marginaux applicables à la personne salariée à temps partiel versés sur chaque paie s'appliquent sur la prime de rétention;
- Les heures d'absence rémunérées en bénéfices marginaux coïncidant avec une journée de travail prévue à l'horaire de la personne salariée sont considérées comme des heures permettant d'établir l'admissibilité à la prime de rétention. Toutefois, la prime de rétention ne s'applique pas lors de ces absences.

LETTRE D'ENTENTE NO 25

RELATIVE AUX SPÉCIALISTES EN PROCÉDÉS ADMINISTRATIFS

Les parties conviennent de mettre sur pied un comité national intersyndical relatif à l'étude de la prédominance sexuelle de la catégorie d'emploi « spécialiste en procédés administratifs », lorsque l'ensemble des données couvrant la période du maintien de l'équité salariale 2025, soit la période allant du 21 décembre 2020 au 20 décembre 2025, sera disponible.

Ce comité a pour mandat d'étudier la prédominance de la catégorie d'emplois 9 – spécialiste en procédés administratifs (1109).

Le comité est composé d'un minimum de six (6) membres : trois (3) représentants de la partie patronale et trois (3) représentants de la partie syndicale (FSSS-CSN, SCFP-FTQ et SQEES-FTQ).

Le comité convient de ses règles de fonctionnement.

La durée du mandat du comité est de soixante (60) jours après sa mise sur pied.

Ce comité constitue un cas d'espèce et ne peut être invoqué à titre de précédent.

LETTRE D'ENTENTE NO 26

RELATIVE À LA LIMITATION DU RECOURS AUX SERVICES D'UNE AGENCE DE PLACEMENT DE PERSONNEL ET À DE LA MAIN-D'ŒUVRE INDÉPENDANTE

CONSIDÉRANT que, le 4 octobre 2023, la Loi limitant le recours aux services d'une agence de placement de personnel et à de la main-d'œuvre indépendante dans le secteur de la santé et des services sociaux (Loi) et le Règlement sur le recours aux services des agences de placement de personnel et à de la main-d'œuvre indépendante dans le secteur de la santé et des services sociaux (Règlement) sont entrés en vigueur;

CONSIDÉRANT que l'objectif de la Loi est de réduire progressivement le recours aux agences de placement de personnel et à la main-d'œuvre indépendante d'ici octobre 2026;

CONSIDÉRANT la volonté des parties de favoriser le retour du personnel d'agence de placement et de la main-d'œuvre indépendante dans le réseau de la santé et des services sociaux dans le respect des personnes salariées.

Les parties conviennent de ce qui suit :

L'employeur s'engage à favoriser les personnes salariées lors de l'attribution de quarts de travail avant d'avoir recours au personnel d'agence de placement et à la main-d'œuvre indépendante. Ainsi, les personnes salariées ont priorité en fonction des disponibilités émises à temps régulier ou en temps supplémentaire.

Plan de rapatriement du personnel d'agence de placement et de la main-d'œuvre indépendante

- a) Les parties locales conviennent de mesures permettant l'accueil du personnel d'agence de placement et de la main-d'œuvre indépendante actuellement affecté dans l'établissement, notamment en matière d'octroi d'affectations et de postes, avant les échéances fixées dans le Règlement¹, soit :
- le 20 octobre 2024 pour les régions sociosanitaires de la Capitale-Nationale, de Montréal, de Chaudière-Appalaches, de Laval et de la Montérégie;
 - le 19 octobre 2025 pour les régions sociosanitaires du Saguenay – Lac Saint-Jean, de la Mauricie et du Centre-du-Québec, de l'Estrie, de Lanaudière et des Laurentides;
 - le 18 octobre 2026 pour les régions sociosanitaires du Bas-Saint-Laurent, de l'Outaouais, de l'Abitibi-Témiscamingue, de la Côte-Nord, du Nord-du-Québec, de la Gaspésie – Îles-de-la-Madeleine et du Nunavik.

¹ Les parties conviennent que les échéances indiquées à la présente lettre d'entente seront ajustées en fonction d'éventuelles modifications législatives le cas échéant.

- b) Les parties conviennent de confier au comité national permanent de négociation prévu à l'article 33 de la convention collective, le mandat de discuter de l'avancement des travaux en lien avec les plans de rapatriement convenus localement et de tout autre sujet en lien avec la présente lettre d'entente.

La présente lettre d'entente prend fin le 30 mars 2028.

LETTRE D'ENTENTE NO 27

RELATIVE À CERTAINES PERSONNES SALARIÉES QUI BÉNÉFICIAIENT DE LA PRIME DE SOINS INTENSIFS

La personne salariée qui n'est pas assujettie aux primes de soins critiques ainsi qu'aux primes spécifiques de soins critiques et qui bénéficiait, à la date d'entrée en vigueur de la présente convention collective, de la prime quotidienne de soins intensifs à l'article 3 de l'annexe C, à l'article 9 de l'annexe E et à l'article 8 de l'annexe G en vertu de la convention collective 2006-2010, continue d'en bénéficier tant et aussi longtemps qu'elle conserve son poste.

Le taux de la prime quotidienne de soins intensifs applicable dans le cadre de la présente lettre d'entente est de 3,51 \$ pour la durée de la convention collective.

LETTRE D'ENTENTE NO 28

RELATIVE AUX LIBÉRATIONS SYNDICALES POUR LES COMITÉS NATIONAUX

Malgré les dispositions du paragraphe 6.05 de la convention collective, les libérations syndicales pour participer aux travaux ou pour assister aux séances des comités nationaux créés en vertu de la convention collective 2023-2028 sont sans salaire et visées par les modalités du troisième (3^e) alinéa du paragraphe 6.02 et du paragraphe 6.03 de la convention collective en faisant à ces dispositions, les adaptations nécessaires.

Ces comités sont notamment les suivants :

- comité de travail sur le financement de la caisse des participants du Régime de retraite des employés du gouvernement et des organismes publics (RREGOP);
- comité de travail sur les droits parentaux;
- comité paritaire d'évaluation portant sur la pénurie de main-d'œuvre qualifiée et l'attraction et la rétention des personnes salariées de certains titres d'emploi d'ouvriers spécialisés;
- comité national relatif à l'intégration des personnes salariées issues des communautés autochtones;
- comité national sur le règlement des litiges et griefs de la crise sanitaire;
- comité national de travail concernant la mise à jour des dispositions nationales de la convention collective découlant de la création de Santé Québec et de l'adoption du PL 15;
- comité national intersyndical de travail concernant des mesures pour certains titres d'emploi œuvrant en santé mentale;
- comité national intersyndical de travail concernant sur le suivi des mécanismes de prévention et de participation prévus à la Loi modernisant le régime de santé et de sécurité du travail dans les établissements du réseau de la santé et des services sociaux;
- comité national intersyndical de travail portant sur certains titres d'emploi du secteur des technologiques de l'information;
- comité national concernant l'introduction d'un statut de personnes salariées étudiantes.

LETTRE D'ENTENTE NO 29

RELATIVE AU CHEVAUchement INTERQUARTS DE TRAVAIL POUR CERTAINES PERSONNES SALARIÉES

ARTICLE 1

La personne salariée détenant le titre d'emploi d'infirmier ou infirmière (Institut Pinel), d'infirmier clinicien ou infirmière clinicienne (Institut Pinel), de préposé ou préposée aux bénéficiaires ou de préposé ou préposée aux bénéficiaires chef d'équipe, reçoivent une prime de 2 %.

La prime s'applique sur le salaire de base, majoré, s'il y a lieu, du supplément ou prime de responsabilité et de la rémunération additionnelle prévue à l'article 6 de l'annexe E, à l'article 6 de l'annexe F et à l'article 2 de l'annexe H.

ARTICLE 2

La personne salariée inscrite sur la liste de rappel bénéficie également des dispositions de l'article 1 de la présente lettre d'entente.

LETTRE D'ENTENTE NO 30

RELATIVE À LA CRÉATION D'UN COMITÉ NATIONAL SUR LE RÈGLEMENT DES LITIGES RELATIFS À LA CRISE SANITAIRE

CONSIDÉRANT les différents litiges déposés par les syndicats affiliés au Syndicat canadien de la fonction publique (SCFP-FTQ) concernant l'application des décrets ou arrêtés ministériels édictés en vertu de l'article 118 de la Loi sur la santé publique (chapitre S-2.2) dans le cadre de l'urgence sanitaire reliée à la COVID-19;

CONSIDÉRANT l'entente intervenue le 16 août 2021, entre le Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) et le SCFP-FTQ relative aux griefs visant la contestation de l'application des décrets ou arrêtés ministériels pris en vertu de l'article 118 de la Loi sur la santé publique pour le personnel de la catégorie de personnel en soins infirmiers et cardiorespiratoires;

CONSIDÉRANT la fin de l'urgence sanitaire reliée à la COVID-19;

CONSIDÉRANT la volonté des parties de trouver des solutions pour régler ces litiges.

Les parties conviennent de ce qui suit :

- 1- Dans les trente (30) jours de la date d'entrée en vigueur des dispositions nationales de la convention collective, les parties mettent en place un comité national de travail sur le règlement des litiges relatifs à la crise sanitaire reliée à la COVID-19;
- 2- Dans les cent cinquante (150) jours de l'entrée en vigueur des dispositions nationales de la convention collective, les parties conviennent d'établir la liste des litiges actifs et de les regrouper selon différentes thématiques convenues entre elles.

MANDATS DU COMITÉ

Le comité a pour mandats :

- d'établir un échéancier des travaux à effectuer;
- de procéder à l'analyse et l'évaluation de la liste des litiges reçue aux fins de règlement entre les parties;
- de collaborer afin de tenter de dégager des solutions satisfaisantes pour le règlement des litiges visés;
- en l'absence d'un règlement de ces litiges dans les neuf (9) mois de la mise en place du comité, les parties conviennent de discuter des avenues et des processus possibles pour résoudre les litiges;
- d'évaluer l'opportunité d'élargir l'application de la présente lettre d'entente à d'autres litiges.

COMPOSITION DU COMITÉ

Le comité est composé de trois (3) représentants de la partie patronale et de trois (3) représentants de la partie syndicale.

Au besoin, les parties peuvent s'adjoindre une personne supplémentaire.

AUTRES DISPOSITIONS

Les parties conviennent que le SFCP-FTQ devra obtenir le mandat de ses syndicats affiliés afin de conclure un règlement résultant des travaux de la présente lettre d'entente.

LETTRE D'ENTENTE NO 31

RELATIVE À LA MISE À JOUR DES ÉTABLISSEMENTS ET INSTALLATIONS VISÉS PAR L'ANNEXE I, L'ANNEXE O ET L'ANNEXE P DE LA CONVENTION COLLECTIVE

Dans les trente (30) jours de l'entrée en vigueur de la convention collective, les parties mettent en place un comité national de travail sur la mise à jour des installations visées par les annexes I, O et P.

MANDAT DU COMITÉ

Le comité a pour mandat :

- D'étudier et analyser les demandes de mises à jour des établissements, des syndicats ou de l'une ou l'autre des parties nationales en regard des installations visées par les annexes I, O et P;
- De soumettre aux parties négociantes des recommandations en fonction d'un échéancier déterminé par les parties;

Le comité se rencontre dans les trente (30) jours de la réception d'une demande.

Le comité définit ses règles de fonctionnement et, en tenant compte de son mandat, établit son plan de travail.

COMPOSITION DU COMITÉ

Le comité est composé de trois (3) représentants de la partie patronale et de trois (3) représentants de la partie syndicale.

Au besoin, les parties peuvent s'adjoindre d'une personne-ressource.

LETTRE D'ENTENTE NO 32

RELATIVE À LA CRÉATION D'UN COMITÉ DE TRAVAIL SUR LE FINANCEMENT DE LA CAISSE DES PARTICIPANTS DU RÉGIME DE RETRAITE DES EMPLOYÉS DU GOUVERNEMENT ET DES ORGANISMES PUBLICS (RREGOP)

Dans les quatre-vingt-dix (90) jours suivants l'entrée en vigueur des conventions collectives, les parties conviennent de former un comité de travail, sous l'égide du Bureau de la négociation gouvernementale du Secrétariat du Conseil du trésor, portant sur le financement de la caisse des participants du Régime de retraite des employés du gouvernement et des organismes publics (RREGOP).

MANDATS DU COMITÉ

Le comité a pour mandats de :

- 1- examiner et comparer les approches de financement sur les risques liés à la maturité du RREGOP, notamment l'approche par différenciation bonifiée et l'intégration d'une marge pour écarts défavorables dynamique;
- 2- évaluer la pertinence de modifier la méthode de financement du RREGOP en tenant compte des analyses effectuées;
- 3- effectuer une révision globale de la politique de financement de la caisse des participants du RREGOP et proposer des modifications à celle-ci, le cas échéant, en vue de sa mise à jour.

Advenant que les représentants du comité de travail conviennent de recommandations conjointes, le cas échéant, ils présenteront un rapport aux parties négociantes.

Les parties négociantes conviennent de réévaluer la pertinence de maintenir le comité de travail lors du renouvellement des conventions collectives.

COMPOSITION DU COMITÉ

Le comité de travail est composé, d'une part, d'un maximum de six (6) représentants du Bureau de la négociation gouvernementale du Secrétariat du Conseil du trésor et, d'autre part, d'un maximum d'un (1) représentant de chacune des organisations syndicales suivantes : la Confédération des syndicats nationaux (CSN), la Centrale des syndicats du Québec (CSQ), la Fédération des travailleurs et travailleuses du Québec (FTQ), l'Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS), la Fédération interprofessionnelle du Québec (FIQ), la Fédération autonome de l'enseignement (FAE), le Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) et le Syndicat de la fonction publique et parapublique du Québec (SFPQ).

Chacune des organisations peut s'adjoindre les services d'un expert-conseil au besoin.

Les membres du comité peuvent requérir les services des représentants de Retraite Québec afin de les appuyer dans les différents travaux.

LETTRE D'ENTENTE NO 33

RELATIVE AUX CONDITIONS PARTICULIÈRES APPLICABLES À CERTAINS TITRES D'EMPLOI ŒUVRANT EN SANTÉ MENTALE

CONSIDÉRANT la volonté gouvernementale de rehausser l'offre de services en santé mentale notamment en misant sur la prestation de travail des personnes salariées de certains titres d'emploi de la catégorie des techniciens et professionnels de la santé et des services sociaux œuvrant en santé mentale;

CONSIDÉRANT la volonté du gouvernement de rehausser l'offre de services en ce qui a trait à la psychothérapie, conformément aux dispositions de la Loi modifiant le Code des professions et d'autres dispositions législatives dans le domaine de la santé mentale et des relations humaines, connue sous le nom de projet de loi 21 et adoptée par l'Assemblée nationale du Québec, en juin 2009;

CONSIDÉRANT que l'acte de psychothérapie est exercé presque exclusivement par les psychologues alors que d'autres titres d'emploi œuvrant en santé mentale peuvent être habilités à le faire;

CONSIDÉRANT que le paragraphe 7.16 de la convention collective permet à l'employeur et une personne salariée de convenir d'une répartition du travail différente du nombre d'heures hebdomadaire de travail prévu à son titre d'emploi, à la condition que le nombre total de jours et d'heures travaillées durant la période déterminée aux fins de l'étalement n'excède pas celui qui aurait été normalement travaillé durant cette même période;

Les parties conviennent de ce qui suit :

ARTICLE 1 CHAMPS D'APPLICATION

Les dispositions de la convention collective s'appliquent, dans la mesure où elles ne sont pas autrement modifiées par la présente lettre d'entente, aux personnes salariées détenant les titres d'emploi mentionnés aux articles 2 et 3 de la présente lettre d'entente.

ARTICLE 2 REHAUSSEMENT

À compter de la date d'entrée en vigueur de la convention collective, les modalités relatives au rehaussement prévues au présent article s'appliquent aux personnes salariées de la catégorie des techniciens et des professionnels de la santé et des services sociaux qui œuvrent en santé mentale et qui détiennent l'un ou l'autre des titres d'emploi suivants :

- Conseiller d'orientation ou conseillère d'orientation (1701);
- Criminologue (1544);
- Ergothérapeute (1230);
- Psychoéducateur ou psychoéducatrice (1652);
- Sexologue clinicien ou sexologue clinicienne (1573);
- Travailleur social ou travailleuse sociale (1550).

L'employeur et la personne salariée visée qui en fait la demande peuvent convenir d'un horaire rehaussé. Cet horaire ne peut dépasser 37,50 heures par semaine et est réputé respecter la Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux (nomenclature), mais ne la modifie pas. La semaine régulière de travail pour la personne salariée visée est celle prévue au nouvel horaire rehaussé.

Les modalités de l'horaire rehaussé sont déterminées par les parties locales. Ces modalités ne doivent pas affecter la stabilité des équipes de travail ni engendrer de temps supplémentaire pour la personne salariée qui en bénéficie.

ARTICLE 3 PERMIS DE PSYCHOTHÉRAPEUTE

À compter de la date d'entrée en vigueur de la convention collective, les modalités relatives au permis de psychothérapeute prévues au présent article s'appliquent aux personnes salariées œuvrant en santé mentale, qui exercent la psychothérapie selon les besoins de l'employeur et qui détiennent l'un des titres d'emploi suivants :

- Agent ou agente de relations humaines (1553);
- Conseiller d'orientation ou conseillère d'orientation (1701);
- Criminologue (1544);
- Ergothérapeute (1230);
- Psychoéducateur ou psychoéducatrice (1652);
- Sexologue clinicien ou sexologue clinicienne (1573);
- Travailleur social ou travailleuse sociale (1550).

En contrepartie de l'exercice de la psychothérapie, la personne salariée visée bénéficie du remboursement, sur une base annuelle du coût relatif à l'obtention initial d'un permis de psychothérapeute, des frais annuels d'adhésion, du coût de l'assurance de la responsabilité professionnelle et des frais de formation exigés autres que la formation menant à la maîtrise, lorsque requis dans l'exercice de ses fonctions.

L'ensemble des frais et des coûts est remboursé sur présentation de pièces justificatives.

ARTICLE 4 COMITÉ NATIONAL INTERSYNDICAL

Dans les quatre-vingt-dix (90) jours de la date d'entrée en vigueur de la convention collective, les parties mettent en place un comité national intersyndical relatif aux conditions particulières applicables à certains titres d'emploi œuvrant en santé mentale.

MANDATS DU COMITÉ

Le comité a pour mandats :

- a) d'identifier des mesures liées à l'implication des proches des usagers dans le but d'optimiser la dispensation des services en santé mentale et les suivis;
- b) d'analyser les effets de l'introduction des personnes salariées détentrices d'un permis de psychothérapeute dans les équipes de travail;
- c) d'identifier des solutions susceptibles de permettre la contribution des personnes salariées détentrices des titres d'emploi suivants, en première ligne, pour l'identification des signes et des symptômes associés aux troubles mentaux les plus fréquents :

- Agent ou agente de relations humaines (1553);
 - Conseiller d'orientation ou conseillère d'orientation (1701);
 - Criminologue (1544);
 - Ergothérapeute (1230);
 - Psychoéducateur ou psychoéducatrice (1652);
 - Sexologue clinicien ou sexologue clinicienne (1573);
 - Travailleur social ou travailleuse sociale (1550);
 - Et tout autre titre d'emploi pertinent.
- d) de formuler des recommandations et de produire un bilan final aux parties négociantes au plus tard six (6) mois avant l'échéance de la convention collective.

COMPOSITION DU COMITÉ

Le comité est composé de neuf (9) membres désignés comme suit :

- quatre (4) représentants de la partie patronale incluant un (1) représentant de la Direction de la santé mentale et un (1) représentant du Bureau de la négociation gouvernementale du Secrétariat du Conseil du trésor;
- cinq (5) représentants de la partie syndicale soit un (1) représentant de chaque organisation syndicale FSSS-CSN, FP-CSN, APTS, SCFP-FTQ et SPGQ.

Au besoin, les parties peuvent s'adjoindre, de façon ponctuelle, des représentants de certains partenaires concernés.

LETTRE D'ENTENTE NO 34

RELATIVE À LA PRIME D'ATTRACTION ET DE RÉTENTION VISANT À CONTRER LA PÉNURIE VERSÉE À CERTAINS TITRES D'EMPLOI D'OUVRIERS SPÉCIALISÉS

CONSIDÉRANT la situation de pénurie de main-d'œuvre qualifiée sur le marché du travail pour les titres d'emploi visés par la prime qui a été constatée dans le cadre des travaux contemporains du comité national de travail portant sur les ouvriers spécialisés dont le rapport conjoint fait état;

CONSIDÉRANT que les travaux effectués permettent également de conclure au constat de pénurie des titres d'emploi d'ébéniste/menuisier-ébéniste et de mécanicien de machines frigorifiques/frigoriste/mécanicien en réfrigération sur la base des indicateurs utilisés;

CONSIDÉRANT les problèmes constatés d'attraction et de rétention pour certains titres d'emploi d'ouvriers spécialisés;

CONSIDÉRANT la nécessité de suivre l'évolution du marché de l'emploi pour les années à venir.

1. Prime versée à certains titres d'emploi d'ouvriers spécialisés

- 1.1 Une prime de 15 % est versée aux personnes salariées visées par les titres d'emploi d'ouvriers spécialisés suivants et demeure en vigueur jusqu'à la veille du renouvellement des conventions collectives.

Titres d'emploi	Santé Services sociaux	Centres de services scolaires et commissions scolaires	Collèges
Electricien	3-6354	2-5104	4-C702
Machiniste, mécanicien ajusteur / Spécialiste en mécanique d'ajustage / Machiniste	3-6353	2-5125	
Maître électricien / Électricien classe principale / Chef électricien	3-6356	2-5103	4-C704
Mécanicien de machines fixes	3-6383	2-5107 à 2-5110	4-C726 à 4-C744
Menuisier / Menuisier d'atelier / Charpentier-menuisier	3-6364	2-5116	4-C707
Peintre	3-6362	2-5118	4-C709
Plombier / Mécanicien en tuyauterie / Tuyauteur / Mécanicien en plomberie- chauffage	3-6359	2-5115	4-C706

Mécanicien d'entretien Millwright / Mécanicien d'entretien d'équipement	3-6360		4-C719
Conducteur de véhicules lourds / Conducteur de véhicules et d'équipements mobiles cl.II	3-6355	2-5308	4-C926
Mécanicien cl. I		2-5106	
Mécanicien de garage / Mécanicien cl.II	3-6380	2-5137	
Mécanicien de machines frigorifiques / Frigoriste / Mécanicien en réfrigération	3-6352		
Ébéniste / Menuisier-ébéniste	3-6365	2-5102	4-C716

- 1.2 Cette prime est aussi versée à la personne salariée détentrice du titre d'emploi d'ouvrier d'entretien général (3-6388) ou d'ouvrier certifié d'entretien (2-5117/4-C708) sous réserve que l'employeur atteste que la personne salariée exerce des attributions de l'un des titres d'emploi mentionnés au paragraphe 1.1 sans égard à la diplomation ou son équivalence.
- 1.3 Pour la personne salariée détentrice d'un poste fusionné dont une des composantes régulières du poste est un des titres d'emploi mentionnés au paragraphe 1.1, la condition suivante s'applique aux fins de l'admissibilité à la prime :
- Les heures travaillées sont rémunérées au taux de salaire le plus élevé, majoré de la prime de 15 %, en autant que cette personne salariée ait effectivement accompli des attributions d'un titre d'emploi mentionné au paragraphe 1.1 pour un minimum de quinze (15) heures au cours de la période de paie.
- 1.4 La prime s'applique sur le taux de salaire ainsi que sur les dispositions de la convention collective qui prévoient le maintien du salaire lors de certaines absences.
- 1.5 Les dispositions prévues aux paragraphes 1.1 à 1.4 entrent en vigueur à la date d'entrée en vigueur de la convention collective.

2. Création d'un comité de travail paritaire

2.1 Dans les cent-quatre-vingts (180) jours précédant l'échéance de la convention collective, les parties forment un comité paritaire, sous l'égide du Bureau de la négociation gouvernementale du Secrétariat du Conseil du trésor, portant sur la pénurie de main-d'œuvre qualifiée ainsi que sur l'attraction et la rétention des personnes salariées des titres d'emploi d'ouvriers spécialisés suivants :

#	Titres d'emploi	Santé Services sociaux	Centres de services scolaires et commissions scolaires	Collèges
1	Calorifugeur	3-6395		
2	Conducteur de véhicules lourds / Conducteur de véhicules et d'équipements mobiles cl.II	3-6355	2-5308	4-C926
3	Ébéniste / Menuisier-ébéniste	3-6365	2-5102	4-C716
4	Électricien	3-6354	2-5104	4-C702
5	Ferblantier	3-6369		
6	Machiniste, mécanicien ajusteur / Spécialiste en mécanique d'ajustage / Machiniste	3-6353	2-5125	
7	Maître électricien / Electricien cl. principale / Chef électricien	3-6356	2-5103	4-C704
8	Maître mécanicien de machines frigorifiques	3-6366		
9	Maître plombier / Maître mécanicien en tuyauterie	3-6357	2-5114	
10	Mécanicien cl. I		2-5106	
11	Mécanicien de garage / Mécanicien cl.II	3-6380	2-5137	
12	Mécanicien de machines fixes	3-6383	2-5107 à 2-5110	4-C726 à 4-C744
13	Mécanicien de machines frigorifiques/Frigoriste/Mécanicien en réfrigération	3-6352		
14	Mécanicien d'entretien Millwright / Mécanicien d'entretien d'équipement	3-6360		4-C719
15	Menuisier / Menuisier d'atelier / Charpentier-menuisier	3-6364	2-5116	4-C707
16	Ouvrier d'entretien général / Ouvrier certifié d'entretien	3-6388	2-5117	4-C708
17	Peintre	3-6362	2-5118	4-C709
18	Plâtrier	3-6368		

#	Titres d'emploi	Santé Services sociaux	Centres de services scolaires et commissions scolaires	Collèges
19	Plombier / Mécanicien en tuyauterie / Tuyauteur / Mécanicien en plomberie- chauffage	3-6359	2-5115	4-C706
20	Serrurier	3-6367	2-5120	
21	Soudeur / Forgeron-soudeur	3-6361	2-5121	
22	Vitrier-monteur-mécanicien		2-5126	
23	Électromécanicien ou Électromécanicienne	3-6423		

2.2 Le comité de travail a pour mandats :

- i. d'analyser les effets de la prime sur l'attraction et la rétention des titres d'emploi visés par la prime sur la base d'analyses quantitatives et qualitatives, notamment de consultations menées auprès des syndicats et des gestionnaires d'établissements ainsi que sur la base de l'analyse des indicateurs suivants :
 - l'évolution du nombre d'individus;
 - le taux de rétention;
 - le taux de précarité;
 - les heures supplémentaires.
- ii. d'analyser l'attraction et la rétention des personnes salariées des titres d'emploi mentionnés au paragraphe 2.1 qui ne sont pas visés par la prime en fonction des besoins organisationnels au sein d'une proportion significative d'établissements du secteur parapublic;
- iii. d'analyser l'évolution de la pénurie de main-d'œuvre observée sur le marché de l'emploi des ouvriers spécialisés sur la base de données quantitatives et qualitatives, notamment en mettant à jour les indicateurs utilisés par le « Comité national de travail portant sur la pénurie de main-d'œuvre qualifiée ainsi que sur l'attraction et la rétention des personnes salariées des titres d'emploi d'ouvriers spécialisés prévus aux conventions collective 2020-2023;
- iv. d'évaluer la pertinence de maintenir la prime de 15 % au-delà de sa date d'échéance, de la modifier ou de l'élargir à certains titres d'emploi mentionnés au paragraphe 2.1 le cas échéant;
- v. de formuler des recommandations, conjointes ou non, à être présentées aux parties négociantes, au plus tard quatre-vingt-dix (90) jours avant l'échéance de la convention collective.

2.3 Le comité national de travail est composé de six (6) représentants de la partie patronale et de deux (2) représentants de chacune des organisations syndicales suivantes: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) et Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTRE D'ENTENTE NO 35

RELATIVE AU TITRE D'EMPLOI D'INTERVENANT SPÉCIALISÉ OU INTERVENANTE SPÉCIALISÉE EN PACIFICATION ET EN SÉCURITÉ (INSTITUT PINEL)

Une prime de 4 % du salaire de base de la personne salariée, majoré, s'il y a lieu, du supplément et de la rémunération additionnelle est applicable aux titres d'emploi ISPS œuvrant à l'Institut national de psychiatrie légale Philippe-Pinel. Le pourcentage de la prime est diminué de tout ajustement salarial¹ ou tout correctif salarial lié à un règlement, une décision arbitrale ou une décision de la Commission des normes de l'équité, de la santé et de la sécurité du travail ou d'une autre instance concernant les plaintes de maintien de l'équité salariale, jusqu'à un maximum de 3,5 %.

¹ Tout ajustement salarial découlant d'une entente négociée entre les parties

LETTRE D'ENTENTE NO 36

RELATIVE À LA MODIFICATION DE LA NOMENCLATURE POUR CERTAINS TITRES D'EMPLOI DE TECHNICIENS OU TECHNICIENNES

CONSIDÉRANT la rareté actuelle de main-d'œuvre, les parties s'entendent sur une modification des exigences prévues pour certains titres d'emploi de techniciens ou techniciennes.

Dans les trente (30) jours de la date d'entrée en vigueur de la convention collective, le ministère de la Santé et des Services sociaux (MSSS) s'engage à déposer un projet de modification de la nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux (Nomenclature) visant à ajouter aux exigences la possibilité qu'une personne salariée puisse accéder à certains titres d'emploi de techniciens ou techniciennes si elle détient :

un diplôme d'études collégiales (DEC) combiné à un certificat universitaire de premier (1^{er}) cycle pertinent pour les titres d'emploi suivants :

- Technicien ou technicienne juridique (2112);
- Technicien ou technicienne en communication (2275);
- Technicien ou technicienne en documentation (2356);
- Technicien ou technicienne en bâtiment (2374);
- Technicien ou technicienne en instrumentation et en contrôle (2379);

ou

une attestation d'études collégiales (AEC) pertinente de huit cents (800) heures et plus combinée à de l'expérience pertinente au domaine visé pour les titres d'emploi suivants :

- Technicien ou technicienne juridique (2112);
- Technicien ou technicienne en audiovisuel (2258);
- Technicien ou technicienne en communication (2275);
- Technicien ou technicienne en documentation (2356);
- Technicien ou technicienne en électromécanique (2371);
- Technicien ou technicienne en bâtiment (2374);
- Technicien ou technicienne en fabrication mécanique (2377);
- Technicien ou technicienne en instrumentation et contrôle (2379).

Ces modifications à ces titres d'emploi sont soustraites du mécanisme de modifications à la Nomenclature prévu à l'article 8.

Un syndicat ou un regroupement syndical ou un employeur peut demander une dérogation afin de reconnaître une AEC dont le nombre d'heures est inférieur à huit cents (800) heures. Pour ce faire, il doit acheminer MSSS une demande écrite, motivée à l'aide du formulaire prévu à cet effet. Cette possibilité de dérogation vise également les titres d'emplois suivants :

- Technicien ou technicienne aux contributions (2102);
- Technicien ou technicienne en administration (2101);
- Technicien ou technicienne en arts graphiques (2333);

- Technicien ou technicienne en électronique (2369);
- Technicien ou technicienne en informatique (2123);
- Technicien spécialisé en informatique ou technicienne spécialisée en informatique (2124).

À moins que la demande soit conjointe, une copie est acheminée à l'autre partie.

Le MSSS informe les regroupements syndicaux de toute demande de dérogation qu'il reçoit.

LETTRE D'ENTENTE NO 37

RELATIVE AUX SECRÉTAIRES JURIDIQUES DU SECTEUR DE LA SANTÉ ET DES SERVICES SOCIAUX (5321)

La majoration de salaire de la personne salariée ayant le titre d'emploi de secrétaire juridique (5321) située aux échelons 6 à 9 de son échelle de salaire lors de l'intégration du 2 avril 2019, en vertu de la lettre d'entente no 37 relative aux secrétaires juridiques du secteur de la santé et des services sociaux (5321) de la convention collective 2016-2020, est modifiée, à la prochaine date d'avancement d'échelon prévue à la convention collective, afin de lui donner accès au prochain niveau de majoration de salaire, et ce, jusqu'à ce qu'elle ait accès au maximum de 8,87 % du 1^{er} janvier 2021 au 31 mars 2021, de 8,89 % du 1^{er} avril 2021 au 31 mars 2022 et de 9,19 % à compter du 1^{er} avril 2022.

À compter du moment où la personne salariée aura séjourné un (1) an à l'échelon 7, elle a droit aux majorations ci-après énumérées à la date d'avancement de l'échelon prévue à la convention collective, et ce, jusqu'à ce qu'elle ait accès au maximum de 8,87 % du 1^{er} janvier 2021 au 31 mars 2021, de 8,89 % du 1^{er} avril 2021 au 31 mars 2022 et de 9,19 % à compter du 1^{er} avril 2022.

Secrétaire juridique 5321

Pourcentage de majoration

Échelon	Majoration de salaire du 2021-01-01 au 2021-03-31	Majoration de salaire du 2021-04-01 au 2022-03-31	Majoration de salaire à compter du 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 an à l'échelon 7	2,31 %	2,30 %	2,62 %
2 ans à l'échelon 7	5,43 %	5,40 %	5,73 %
3 ans et plus à l'échelon 7	8,87 %	8,89 %	9,19 %

LETTRE D'ENTENTE NO 38

RELATIVE À LA CRÉATION D'UN COMITÉ DE TRAVAIL SUR LES DROITS PARENTAUX

Dans les trente (30) jours suivant l'entrée en vigueur de la convention collective, les parties conviennent de former un comité de travail, sous l'égide du Bureau de la négociation gouvernementale du Secrétariat du Conseil du trésor, portant sur les droits parentaux.

MANDATS DU COMITÉ

Le comité a pour mandats de :

1. analyser les dispositions relatives aux droits parentaux prévus à la convention collective afin de :
 - a. S'assurer que les termes utilisés soient écrits de manière inclusive et qu'ils soient cohérents avec ceux utilisés dans les lois;
 - b. S'assurer que ces dispositions soient conformes avec l'encadrement légal et réglementaire en ce qui a trait à la grossesse pour autrui.
2. Identifier les modifications à apporter au document maître sur les droits parentaux.

Au terme des travaux, le comité de travail soumet les propositions de modifications au document maître sur les droits parentaux aux parties négociantes. Sous réserve de l'acceptation de ces propositions de modifications par l'ensemble des organisations syndicales¹, les parties négociantes conviendront de lettres d'entente afin de procéder à l'amendement des dispositions des conventions collectives sur les droits parentaux.

COMPOSITION DU COMITÉ

Le comité de travail est composé, d'une part, d'un maximum de quatre (4) représentants de la partie patronale et, d'autre part, d'un (1) représentant de chacune des organisations syndicales suivantes : la Confédération des syndicats nationaux (CSN), la Centrale des syndicats du Québec (CSQ), la Fédération des travailleurs et travailleuses du Québec (FTQ) et l'Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS).

¹ En plus des organisations visées par la présente lettre d'entente, l'acceptation des organisations suivantes est requise : la Fédération interprofessionnelle du Québec (FIQ), la Fédération autonome de l'enseignement (FAE), le Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) et le Syndicat de la fonction publique et parapublique du Québec (SFPQ).

LETTRE D'ENTENTE NO 39

RELATIVE AUX AGENTS ADMINISTRATIFS OU AUX AGENTES ADMINISTRATIVES, CLASSE 2 – SECTEURS SECRÉTARIAT ET ADMINISTRATION

ARTICLE 1 MONTANT FORFAITAIRE

À compter du 1^{er} janvier 2021 et jusqu'à la veille de la date d'entrée en vigueur de la convention collective, la personne salariée visée à l'article 3 de la présente lettre d'entente, bénéficie d'un montant forfaitaire équivalent à 2 % du salaire de base à l'échelle pour chaque heure rémunérée¹ versé pendant cette période.

Ce montant forfaitaire est non cotisable aux fins du régime de retraite et ne fait pas partie du salaire. Les primes versées en pourcentage ne s'appliquent pas sur ce montant forfaitaire.

ARTICLE 2 MAJORATION DE SALAIRE

À compter de la date d'entrée en vigueur de la convention collective, la personne salariée visée à l'article 3 de la présente lettre d'entente reçoit une majoration de salaire de 3,5 %.

Le pourcentage de la majoration de salaire est diminué de tout ajustement salarial² ou de tout correctif salarial lié à un règlement ou une décision de la Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) ou d'une autre instance concernant les plaintes de maintien de l'équité salariale, jusqu'à un maximum de 3,5 %.

Par ailleurs, aux fins du versement de correctifs d'équité salariale, le cas échéant, les montants versés pour la majoration de salaire seront soustraits des montants dus par l'employeur.

ARTICLE 3 TITRES D'EMPLOI VISÉS

La personne salariée doit détenir un (1) ou deux (2) des titres d'emploi suivants :

- Agent administratif ou agente administrative, classe 2 – secteur secrétariat (5314);
- Agent administratif ou agente administrative, classe 2 – secteur administration (5315).

¹ Sont aussi considérées les heures rémunérées pour lesquelles la personne salariée reçoit des prestations d'assurance-salaire, de congé de maternité, de paternité ou d'adoption, des indemnités prévues aux congés parentaux, de même que celles versées par la CNESST, par l'IVAC, par la SAAQ et par l'employeur dans le cas d'accidents de travail, s'il y a lieu.

² Incluant tout ajustement salarial découlant d'une entente négociée entre les parties.

LETTRE D'ENTENTE NO 40

RELATIVE À LA RÉGION DU NORD-DU-QUÉBEC

Les parties conviennent de consacrer un budget dédié à la région du Nord-du-Québec afin de financer des initiatives convenues localement et approuvées nationalement par les parties pour cette région aux prises avec des problématiques particulières de main-d'œuvre.

Le budget est réparti de la façon suivante :

- Un montant de 0,350 M\$ non récurrent est dédié à la région du Nord-du-Québec pour la durée de la convention collective;

À compter du 1^{er} avril 2023, ce montant est réparti de façon égale sur une période de cinq (5) années.

À défaut d'avoir engagé la totalité du budget prévu au cours d'une année financière, les sommes non engagées sont reportées à l'année financière suivante. Ce report ne peut s'appliquer au-delà du 30 mars 2028.

Ce budget est consacré au financement d'initiatives afin d'accroître la force de travail et la disponibilité visant les personnes salariées œuvrant dans cette région.

Ces initiatives peuvent inclure, notamment, le versement d'un montant forfaitaire d'installation, le versement d'une prime particulière pour répondre à des enjeux frontaliers, le versement de primes majorées, d'attraction ou de rétention ou d'autres initiatives visant à limiter le recours à la main-d'œuvre indépendante et aux services des agences de placement de personnel.

Les initiatives ne peuvent correspondre à du salaire et sont non cotisables et non admissibles au régime de retraite.

Ces initiatives ne pourront pas se présenter sous une forme similaire aux mesures prévues au sein du régime de disparités régionales prévues à l'annexe M des dispositions nationales de la convention collective.

Les initiatives peuvent être modifiées par les parties locales suivant l'accord des parties nationales en cours de convention collective afin de cibler des initiatives mieux adaptées à leurs enjeux régionaux.

Le comité provincial de relations de travail, prévu à l'article 33 des dispositions nationales de la convention collective, est responsable de l'application, du suivi et de l'évaluation des projets locaux.

Un bilan est effectué par les parties locales auprès du comité provincial de relations de travail dans les quatre-vingt-dix (90) jours précédant l'échéance de la convention collective.

LETTRE D'ENTENTE NO 41

RELATIVE À L'ABOLITION DES TITRES D'EMPLOI D'AGENT ADMINISTRATIF OU D'AGENTE ADMINISTRATIVE, CLASSE 4 DES SECTEURS SECRÉTARIAT ET ADMINISTRATION

ABOLITION DES TITRES D'EMPLOI

Dans les trente (30) jours de la date d'entrée en vigueur de la convention collective, le ministère de la Santé et des Services sociaux (MSSS) s'engage à déposer un projet de modification de la Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux (nomenclature) visant l'abolition des titres d'emploi suivants :

- Agent administratif ou agente administrative, classe 4 – secteur secrétariat (5318);
- Agent administratif ou agente administrative, classe 4 – secteur administration (5319).

L'abolition de ces deux (2) titres d'emploi est effective une fois que toutes les personnes salariées auront été intégrées dans les titres d'emploi mentionnés ci-dessous.

L'abolition de ces titres d'emploi est soustraite du mécanisme de modifications à la nomenclature prévu à l'article 8 de la convention collective.

INTÉGRATION DANS LES NOUVEAUX TITRES D'EMPLOI

Les personnes salariées dont le titre d'emploi d'agent administratif ou d'agente administrative, classe 4-secteur secrétariat (5318) est aboli intègrent leur nouveau titre d'emploi d'agent administratif ou d'agente administrative, classe 3 – secteur secrétariat (5316).

Les personnes salariées dont le titre d'emploi d'agent administratif ou d'agente administrative, classe 4-secteur administration (5319) est aboli intègrent leur nouveau titre d'emploi d'agent administratif ou d'agente administrative, classe 3 – secteur administration (5317).

L'intégration dans le nouveau titre d'emploi se fait à la date d'entrée en vigueur de la convention collective.

Aux fins de l'intégration dans le nouveau titre d'emploi, la personne salariée qui détient un poste ou une assignation correspondant à ce nouveau titre d'emploi, est intégrée dans ce nouveau titre d'emploi, selon le nombre d'heures hebdomadaire du poste ou de l'assignation qu'elle détenait selon la nomenclature.

La personne salariée intégrée dans un nouveau titre d'emploi est réputée répondre aux exigences normales de la tâche du poste qu'elle occupe ou de l'assignation qu'elle détient au moment de son intégration. Celle-ci s'engage également à effectuer les fonctions de ce titre d'emploi. La personne salariée inscrite sur une liste de rappel est réputée inscrite pour les nouveaux titres d'emploi correspondant à ceux pour lesquels elle était inscrite avant la création de ceux-ci.

L'intégration de la personne salariée dans son nouveau titre d'emploi n'a pas pour effet de modifier l'échelon détenu par celle-ci¹, ni la durée de séjour aux fins de l'avancement dans l'échelle salariale.

¹ L'intégration de la personne salariée se fait « d'échelon à échelon ».

LETTRE D'ENTENTE NO 42

RELATIVE À LA FORMATION ET À L'ENCADREMENT PROFESSIONNEL DES PERSONNES SALARIÉES QUI INTERVIENNENT AUPRÈS DE CLIENTÈLES AUX RÉALITÉS ET BESOINS SPÉCIFIQUES

Champ d'application

Les dispositions de la présente lettre d'entente s'appliquent à la formation et à l'encadrement professionnel des personnes salariées qui interviennent auprès de clientèles aux réalités et besoins spécifiques.

Budget annuel pour la formation et l'encadrement professionnel

À compter de la date d'entrée en vigueur de la convention collective, et ce, jusqu'au 30 mars 2028, un budget de 0,189 M\$ par année financière est spécifiquement dédié à la formation et à l'encadrement professionnel.

Si, au cours d'une année, le budget n'est pas totalement engagé, la différence est reportée à l'année suivante.

Les parties nationales doivent convenir de l'utilisation du budget et les parties locales, par le biais d'arrangements locaux, veillent à leur mise en œuvre.

Pour l'année financière au cours de laquelle la convention collective entre en vigueur, le budget est établi au prorata de la période se situant entre la date d'entrée en vigueur de la convention collective et le 31 mars de l'année suivante.

LETTRE D'ENTENTE NO 43

RELATIVE À L'AUTOGESTION DES HORAIRES

CONSIDÉRANT la volonté des parties de mettre en place des mesures qui favorisent l'attraction et la rétention des personnes salariées, afin d'assurer une plus grande accessibilité aux soins et services offerts à la population;

CONSIDÉRANT la volonté des parties de favoriser l'utilisation optimale de la main-d'œuvre au sein des établissements du réseau de la santé et des services sociaux (RSSS) et la nécessité d'assurer une stabilité des équipes de travail;

CONSIDÉRANT la volonté des parties de permettre aux personnes salariées d'aménager leurs horaires de travail, afin de favoriser la conciliation famille-travail-études;

CONSIDÉRANT la volonté des parties d'accroître la satisfaction des personnes salariées et leur engagement concernant leurs horaires de travail;

CONSIDÉRANT la volonté des parties de diminuer le recours au temps supplémentaire;

CONSIDÉRANT l'implication du ministère de la Santé et des Services sociaux (MSSS) dans le déploiement et la mise en œuvre de l'autogestion des horaires;

Les parties conviennent de ce qui suit :

ARTICLE 1 OBJECTIF

1.01 L'objectif de la présente lettre d'entente est de favoriser l'engagement des personnes salariées dans la confection et la gestion de leur horaire, afin d'améliorer la prévisibilité et la stabilité de celui-ci, la continuité des soins et services, tout en améliorant leur conciliation famille-travail-études.

ARTICLE 2 DÉFINITION DE L'AUTOGESTION DES HORAIRES

2.01 Il s'agit d'un mode volontaire de gestion partagée des horaires, agile et proactif, impliquant la participation et la responsabilisation des personnes salariées dans la planification de leurs horaires de travail. Il est nécessaire d'effectuer une recherche collective de solutions aux problématiques liées à celles-ci, et ce, tant au niveau de la confection des horaires que de l'application en cours d'horaire.

2.02 L'autogestion des horaires permet à la personne salariée d'inscrire sa préférence à partir des besoins identifiés par l'employeur et du nombre d'effectifs qu'il requiert. Plus spécifiquement, cette approche instaure des mesures qui permettent à une personne salariée de participer à l'élaboration et à la modification de son horaire de travail, tout en tenant compte des besoins des autres membres de l'équipe de travail ainsi que des besoins du service et unités de soins.

ARTICLE 3 MODALITÉS APPLICABLES AUX SERVICES ET TITRES D'EMPLOI EN AUTOGESTION DES HORAIRES

3.01 Préalablement au déploiement de l'autogestion des horaires pour un titre d'emploi¹ dans un service ou une unité de soins, l'employeur avise le syndicat local du déploiement de l'autogestion. Le syndicat local peut s'assurer de l'adhésion volontaire de l'équipe en autogestion.

3.02 Le processus d'autogestion des horaires inclut les personnes salariées titulaires de postes d'un même titre d'emploi¹. Ce processus inclut également les personnes salariées de ce titre d'emploi de l'équipe volante et à temps partiel occasionnel lorsqu'elles sont affectées pour la durée de la période de l'horaire, dans le service ou l'unité de soins autogéré.

3.03 Les principales étapes de l'autogestion des horaires sont, notamment :

- la détermination, par l'équipe en autogestion, des modalités prévues au paragraphe 3.05 de la présente lettre d'entente;
- la détermination et la diffusion de balises, par le gestionnaire, concernant les besoins du service ou de l'unité de soins et du nombre d'effectifs requis;
- la confection de l'horaire qui comprend, notamment, les étapes suivantes :
 - première (1^{re}) étape : L'expression de préférence pour les heures associées au poste, les congés, les ajouts de disponibilité et hors disponibilité, l'inscription des heures de garde, les quarts de travail à découvert, et ce, en temps régulier;
 - deuxième (2^e) étape : L'expression volontaire de préférence pour les quarts de travail non comblés à la première étape, et ce, en temps supplémentaire;
 - troisième (3^e) étape : Les besoins restants sont comblés selon les dispositions locales de la convention collective.
- l'affichage des horaires selon les modalités déterminées par l'équipe en autogestion.

À chacune des étapes précédentes, le gestionnaire et l'équipe en autogestion équilibrent l'horaire de travail en fonction des balises déterminées et des besoins identifiés.

Malgré ce qui précède, si le modèle ne fonctionne pas, l'équipe en autogestion, après discussion visant à tenter de résoudre la problématique, revient au modèle habituel de confection d'horaire de l'établissement selon les dispositions locales de la convention collective, et ce, jusqu'à la prochaine période horaire ou à tout autre moment convenu avec le gestionnaire.

3.04 L'équipe en autogestion et le gestionnaire doivent s'assurer d'intégrer à l'horaire les personnes salariées qui arrivent en cours d'horaire.

3.05 L'équipe en autogestion peut déterminer, notamment :

- le mode de fonctionnement pour la prise de décisions;
- la période de l'horaire (minimum de quatre (4) semaines jusqu'à un maximum de vingt-six (26) semaines);

1. L'équipe en autogestion peut décider d'appliquer le modèle par regroupement de titres d'emploi.

- les échéanciers et les modalités concernant la planification, la confection et la modification des horaires;
- le fonctionnement pour les ajouts d'affectations;
- la méthodologie pour l'octroi de façon volontaire du temps supplémentaire;
- les modalités de l'étalement des heures ou de la semaine régulière de travail;
- les outils de communication à mettre en place pour faciliter l'autogestion.

3.06 Les modalités déterminées par l'équipe en autogestion sont consignées par écrit.

Elles doivent être transmises au gestionnaire et au syndicat local.

Concernant les modalités qui n'ont pas fait l'objet d'une entente, les dispositions locales de la convention collective s'appliquent.

3.07 La personne salariée en autogestion peut de façon volontaire, aménager son horaire de travail, en temps régulier, notamment de la façon suivante:

- avoir une journée régulière de travail de plus de huit (8) heures;
- choisir un horaire sans égard au respect de l'intervalle minimum de seize (16) heures entre deux (2) quarts de travail lors d'un changement de quart;
- échanger des quarts de travail à l'intérieur de l'horaire en cours;
- travailler plus d'une fin de semaine sur deux;
- choisir un autre étalement des heures ou de la semaine régulière de travail;
- travailler plus de cinq (5) jours consécutifs.

3.08 Le paragraphe 3.07 de la présente lettre d'entente s'applique nonobstant toutes dispositions locales et nationales de la convention collective et toutes ententes particulières.

3.09 À l'exception de l'application du volontariat, l'autogestion ne peut avoir pour effet de modifier les éléments constitutifs du poste d'un membre de l'équipe de travail en autogestion ou de diminuer le nombre d'heures prévu à son poste.

3.10 L'équipe convient de se rencontrer afin de discuter et de tenter de régler toute mésentente ou tout litige qui pourrait survenir dans l'application ou l'interprétation de la présente lettre d'entente.

3.11 Étant donné le caractère volontaire du modèle d'autogestion, l'équipe, après avoir confirmé qu'elle n'y adhère plus, peut en tout temps y mettre fin.

3.12 À l'occasion d'un affichage de poste, tel que défini dans les dispositions locales de la convention collective et qui est visé par une équipe en autogestion, les parties locales conviennent d'inscrire la mention, à titre indicatif, que ce poste fait actuellement partie d'un service ou d'une unité de soins où il y a autogestion des horaires.

ARTICLE 4 ENGAGEMENT ET SUIVI DE LA MISE EN ŒUVRE DE LA LETTRE D'ENTENTE

4.01 Le comité local de relations de travail prévu à l'article 33 des dispositions nationales de la convention collective est mandaté pour assurer la mise en œuvre et le suivi de l'application de la présente lettre d'entente.

4.02 Dans le cadre de la présente lettre d'entente, ce comité a pour mandats :

- d'assurer un suivi et une évaluation des effets de l'autogestion des horaires de travail, notamment sur l'utilisation du temps supplémentaire, le recours à la main-d'œuvre indépendante, la satisfaction des personnes salariées et la qualité de l'offre de soins et de services sur la base d'analyses quantitatives et qualitatives, et ce, à partir des indicateurs déterminés au préalable par le comité;
- de participer à la recherche de solutions lorsque cela est requis.

ARTICLE 5 SUIVI NATIONAL DE LA LETTRE D'ENTENTE

5.01 Les parties nationales conviennent de confier au comité national de relations de travail, prévu à l'article 33 des dispositions nationales de la convention collective, le mandat de discuter des enjeux rencontrés par les parties.

LETTRE D'ENTENTE NO 44

RELATIVE À LA CRÉATION DES TITRES D'EMPLOI D'INTERVENANT OU D'INTERVENANTE SPÉCIALISÉ(E) EN PACIFICATION ET EN SÉCURITÉ ET D'INTERVENANT OU D'INTERVENANTE SPÉCIALISÉ(E) EN PACIFICATION ET EN SÉCURITÉ CHEF D'ÉQUIPE

1. Création des titres d'emploi

1.1 Dans les trente (30) jours de la date d'entrée en vigueur de la convention collective, le ministère de la Santé et des Services sociaux (MSSS) s'engage à déposer un projet de modification de la Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux (nomenclature) visant la création des titres d'emploi suivants :

- Intervenant ou intervenante spécialisé(e) en pacification et en sécurité (35 h – 36,25 h - 37,50 h - 38,75 h) ;
- Intervenant ou intervenante spécialisé(e) en pacification et en sécurité chef d'équipe (35 h - 36,25 h - 37,50 h - 38,75 h).

1.2 Le rangement accordé au titre d'emploi d'intervenant ou intervenante spécialisé(e) en pacification est le rangement 10 et celui du titre d'emploi d'intervenant ou intervenante spécialisé(e) en pacification chef d'équipe est le rangement 11.

1.3 Au plus tard dans les quatre-vingt-dix (90) jours de la signature de la convention collective, les parties tentent de convenir des cotes d'évaluation à attribuer à chacun des dix-sept (17) sous-facteurs du système d'évaluation. À défaut d'entente entre les parties, la partie patronale les détermine.

1.4 La création de ces titres d'emploi est soustraite du mécanisme de modifications à la nomenclature prévu à l'article 8 de la convention collective.

2. Abolition des titres d'emploi

2.1 Dans les trente (30) jours de la date d'entrée en vigueur de la convention collective, le MSSS s'engage à abolir les titres d'emploi suivants dans la nomenclature :

- Agent ou agente d'intervention (3545);
- Agent ou agente d'intervention en milieu médico-légal (3544);
- Agent ou agente d'intervention en milieu psychiatrique (3543);
- Agent ou agente d'intervention chef d'équipe (3555);
- Agent ou agente d'intervention en milieu médico-légal chef d'équipe (3554);
- Agent ou agente d'intervention en milieu psychiatrique chef d'équipe (3553).

2.2 L'abolition de ces titres d'emploi est soustraite du mécanisme de modifications à la nomenclature prévu à l'article 8 de la convention collective.

3. Intégration dans les nouveaux titres d'emploi

3.1 Les personnes salariées dont le titre d'emploi est aboli intègrent leur nouveau titre d'emploi de la manière suivante :

TITRES D'EMPLOI ABOLIS	NOUVEAUX TITRES D'EMPLOI
Agent ou agente d'intervention (3545)	Intervenant spécialisé ou intervenante spécialisée en pacification et en sécurité
Agent ou agente d'intervention en milieu médico-légal (3544)	
Agent ou agente d'intervention en milieu psychiatrique (3543)	
Agent ou agente d'intervention chef d'équipe (3555)	Intervenant spécialisé ou intervenante spécialisée en pacification et en sécurité chef d'équipe
Agent ou agente d'intervention en milieu médico-légal chef d'équipe (3554)	
Agent ou agente d'intervention en milieu psychiatrique chef d'équipe (3553)	

3.2 La personne salariée qui, au moment de l'abolition d'un des titres d'emploi qui précèdent, détient un poste ou une assignation correspondant à ce nouveau titre d'emploi, est intégrée dans ce nouveau titre d'emploi, selon le nombre d'heures hebdomadaire du poste ou de l'assignation qu'elle détenait selon la nomenclature.

3.3 La personne salariée intégrée dans un nouveau titre d'emploi est réputée répondre aux exigences normales de la tâche du poste qu'elle occupe ou de l'assignation qu'elle détient au moment de son intégration. Celle-ci s'engage également à effectuer les fonctions de ce titre d'emploi. La personne salariée inscrite sur une liste de rappel est réputée inscrite pour les nouveaux titres d'emploi correspondant à ceux pour lesquels elle était inscrite avant la création de ceux-ci.

3.4 Les personnes salariées sont intégrées dans la nouvelle échelle salariale selon les dispositions de la convention collective.

LETTRE D'ENTENTE NO 45

RELATIVE À CERTAINES MODALITÉS POUR RECONNAÎTRE L'ASSIDUITÉ AU TRAVAIL

Les parties conviennent de verser un montant forfaitaire pour reconnaître l'assiduité au travail de la personne salariée œuvrant dans une équipe en autogestion des horaires au sens de la lettre d'entente no 43, dont les services sont dispensés vingt-quatre (24) heures par jour, sept (7) jours par semaine et qui travaille le nombre d'heures prévu à son titre d'emploi selon la Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux (nomenclature), selon les modalités suivantes :

- a) La personne salariée reçoit un montant forfaitaire de cent dollars (100 \$) lorsqu'elle travaille effectivement le nombre d'heures prévu à son titre d'emploi, excluant le temps supplémentaire, lors d'une période de deux (2) semaines correspondant aux périodes de paie;
- b) La personne salariée reçoit un montant forfaitaire de deux cents dollars (200 \$) lorsqu'elle travaille effectivement le nombre d'heures prévu à son titre d'emploi, excluant le temps supplémentaire, lors d'une deuxième période de deux (2) semaines correspondant aux périodes de paie consécutives à la première période.

Une personne salariée peut recevoir un montant maximal de trois cents dollars (300 \$) par période de quatre (4) semaines en vertu de la présente lettre d'entente.

Au terme de la période de quatre (4) semaines consécutives, la personne salariée peut recevoir à nouveau les montants forfaitaires susmentionnés, selon la même séquence et les mêmes modalités.

Aux fins d'application de ce qui précède, lorsque la personne salariée bénéficie d'absences autorisées rémunérées prévues à la convention collective, le montant forfaitaire est versé au prorata des heures régulières travaillées lors de la période de référence. La personne salariée perd l'admissibilité à l'ensemble du montant forfaitaire pour la période visée lors de toute autre absence.

La présente lettre d'entente prend fin le 30 mars 2028.

LETTRE D'ENTENTE NO 46

RELATIVE AUX PROJETS LOCAUX VISANT LA SANTÉ GLOBALE DES PERSONNES SALARIÉES

Les parties conviennent de confier au comité local de sécurité et santé le mandat de mettre en place les projets locaux et en assurer le suivi.

Les parties auront préalablement identifié des projets locaux porteurs pour les établissements du réseau de la santé et des services sociaux à travers les projets ayant été réalisés précédemment, dans le cadre du Forum santé globale (2021-2023).

Les parties locales mettent en place des projets en lien avec la santé globale des personnes salariées, notamment pour les secteurs suivants :

- Les résidences à assistance continue (RAC);
- Les établissements privés conventionnés (EPC);
- Les Centres d'hébergement et de soins de longue durée (CHSLD).

ARTICLE 1 PROJETS LOCAUX

Les projets locaux doivent viser l'un des objectifs suivants :

- améliorer le bien-être des personnes salariées dans leur environnement de travail;
- diminuer le nombre d'absences liées à l'invalidité ainsi que leur durée;
- favoriser le retour et le maintien au travail à la suite d'une invalidité dans le respect de la condition de la personne salariée;
- favoriser l'attraction et la rétention des personnes salariées.
- traiter des moyens susceptibles de mieux protéger les personnes salariées d'actes de violence provenant de la clientèle ou de leur famille;
- évaluer les offres de formation et mettre en place des projets locaux de formation porteuses visant l'amélioration de la santé, de la sécurité et du bien-être au travail.

Les parties peuvent convenir de traiter de tout autre sujet relatif à la santé globale des personnes salariées.

Lorsqu'un projet local requiert un financement, celui-ci doit être soumis au Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) pour approbation et obtention de financement.

À compter du 1^{er} avril 2023, et ce, jusqu'au 30 mars 2028, les parties disposent d'un budget de 2,114 M\$ aux fins de la réalisation des projets locaux.

Le comité provincial de relations de travail, prévu à l'article 33 des dispositions nationales de la convention collective, est responsable du suivi et de l'évaluation des projets pilotes.

Le comité doit produire un bilan des projets pilotes, six (6) mois avant l'échéance de la convention collective.

LETTRE D'ENTENTE NO 47

RELATIVE À LA COTISATION À UN ORDRE PROFESSIONNEL

ARTICLE 1 CHAMP D'APPLICATION

Les dispositions de la présente lettre d'entente s'appliquent aux personnes salariées de la catégorie du personnel de bureau, techniciens et professionnels de l'administration et de la catégorie des techniciens et des professionnels de la santé et des services sociaux détentrices d'un poste à temps complet, comportant le nombre d'heures prévu au titre d'emploi, dont l'appartenance à un ordre professionnel est une exigence du poste de la personne salariée.

ARTICLE 2 MODALITÉS

À compter de la date d'entrée en vigueur de la convention collective, la personne salariée visée bénéficie du remboursement de cinquante pour cent (50 %) du montant de la cotisation à l'ordre professionnel, et ce, jusqu'à un montant annuel maximal de quatre cents dollars (400 \$)¹.

Le remboursement est effectué sur présentation de pièces justificatives attestant que la personne salariée en a assumé le paiement.

Advenant qu'une personne salariée soit visée par la présente lettre d'entente en cours d'année, le remboursement du montant de la cotisation professionnelle s'effectue au prorata du temps à travailler jusqu'à la prochaine date de paiement annuel de la cotisation professionnelle.

La personne salariée qui provient d'un établissement du réseau de la santé et des services sociaux (RSSS) et qui a déjà bénéficié d'un remboursement de la cotisation à un ordre professionnel, ne peut bénéficier d'un nouveau remboursement pour cette période.

Dans le cas où la personne salariée quitte son emploi sans démontrer qu'elle occupera un autre emploi dans le RSSS, elle doit rembourser à l'employeur, au prorata des heures qu'elle aurait eu à travailler jusqu'à la prochaine date de paiement annuel de la cotisation professionnelle, le remboursement qu'elle a déjà reçu.

¹ Cette disposition s'applique également aux personnes salariées de la catégorie de personnel des techniciens et professionnels de la santé et des services sociaux inscrites au registre des personnes bénéficiant de droits acquis lui permettant d'exercer des actes réservés aux membres d'un ordre professionnel.

LETTRE D'ENTENTE NO 48

RELATIVE AU MONTANT FORFAITAIRE VERSÉ AUX TITRES D'EMPLOI D'INFIRMIER AUXILIAIRE OU INFIRMIÈRE AUXILIAIRE (3455) ET D'INFIRMIER AUXILIAIRE CHEF D'ÉQUIPE OU INFIRMIÈRE AUXILIAIRE CHEF D'ÉQUIPE (3445)

CONSIDÉRANT que l'infirmier auxiliaire ou l'infirmière auxiliaire et l'infirmier auxiliaire chef d'équipe ou l'infirmière auxiliaire chef d'équipe font partie de l'équipe de soins au même titre que le préposé ou la préposée aux bénéficiaires;

CONSIDÉRANT que l'équipe de soins ainsi constituée effectue des tâches complémentaires en soins d'assistance ou en soins infirmiers aux bénéfices des usagers sur une unité de soins.

Les parties conviennent de ce qui suit :

Un montant forfaitaire est versé à la personne salariée titulaire du titre d'emploi d'infirmier auxiliaire ou infirmière auxiliaire (3455) ou d'infirmier auxiliaire chef d'équipe ou infirmière auxiliaire chef d'équipe (3445) dont le taux de salaire à l'échelle est inférieur au taux unique du rangement 9.

Ce montant forfaitaire correspond à la différence entre le taux unique du rangement 9 et le taux de salaire horaire de la personne salariée des échelons 1 ou 2.

Ce montant forfaitaire est versé à chaque période de paie, et ce, pour chaque heure rémunérée dans un titre d'emploi d'infirmier auxiliaire ou infirmière auxiliaire ou d'infirmier auxiliaire chef d'équipe ou infirmière auxiliaire chef d'équipe. Par ailleurs, il est ajusté en fonction de l'avancement de la personne salariée dans son échelle de salaire.

Le montant forfaitaire versé n'est pas assujéti au calcul des primes et est non cotisable aux fins du régime de retraite.

La présente lettre d'entente entre en vigueur le 1^{er} avril 2020.

LETTRE D'ENTENTE NO 49

RELATIVE AUX SECRÉTAIRES MÉDICALES DU SECTEUR DE LA SANTÉ ET DES SERVICES SOCIAUX

À compter de la date de signature de la convention collective, la personne salariée du titre d'emploi de secrétaire médicale (5322) reçoit une prime de 3 %, et ce, jusqu'au 30 mars 2028.

La prime s'applique sur le taux de salaire, ainsi que sur les dispositions de la convention collective qui prévoient le maintien du salaire lors de certaines absences.

Le pourcentage de la prime est diminué de tout correctif salarial lié à un règlement ou une décision de la Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) ou d'une autre instance concernant les plaintes de maintien de l'équité salariale, jusqu'à un maximum de 3 %.

Par ailleurs, aux fins du versement de correctifs d'équité salariale, le cas échéant, les montants versés pour la prime seront soustraits des montants dus par l'employeur.

Advenant un règlement ou une décision de la CNESST ou d'une autre instance qui serait défavorable aux plaignantes, le versement de la prime de 3 % aux personnes salariées du titre d'emploi de secrétaire médicale (5322) est néanmoins maintenu jusqu'au 30 mars 2028.

LETTRE D'ENTENTE NO 50

RELATIVE À LA CRÉATION D'UN COMITÉ NATIONAL DE TRAVAIL PORTANT SUR LA MISE À JOUR DES DISPOSITIONS NATIONALES DANS LE CONTEXTE DE LA CRÉATION DE SANTÉ QUÉBEC ET DE L'ADOPTION DU PROJET DE LOI 15 VISANT À RENDRE LE SYSTÈME DE SANTÉ ET DE SERVICES SOCIAUX PLUS EFFICACE

CONSIDÉRANT l'adoption du projet de loi 15 visant à rendre le système de santé et de services sociaux (ci-après « PL 15 ») plus efficace le 9 décembre 2023;

CONSIDÉRANT la création de Santé Québec;

CONSIDÉRANT la Loi concernant les unités de négociation dans le secteur des affaires sociales (U-0.1) et les modifications à venir;

CONSIDÉRANT la Loi sur le régime de négociation des conventions collectives dans les secteurs public et parapublic (R-8.2);

CONSIDÉRANT que les parties conviennent d'évaluer la nécessité de mettre à jour, par le biais de concordance, les dispositions de la convention collective nationale SCFP-FTQ.

Les parties conviennent de ce qui suit :

Dans les quatre-vingt-dix (90) jours de la date d'entrée en vigueur de la convention collective, les parties conviennent de mettre sur pied un comité national de travail portant sur la mise à jour des dispositions nationales de la convention collective découlant de la création de Santé Québec et de l'adoption du PL 15.

MANDATS DU COMITÉ

Ce comité a pour mandats de :

- recommander les mises à jour de la convention collective et les concordances jugées nécessaires découlant de la création de Santé Québec et de l'adoption du PL 15, notamment à l'égard des sujets suivants :
 1. L'ancienneté (article 12), incluant la question de l'ancienneté des personnes salariées provenant d'un établissement non fusionné de Santé Québec;
 2. La procédure de mise à pied (article 14);
 3. La sécurité d'emploi (article 15);
 4. Les libérations syndicales (article 6);
 5. Les disparités régionales (annexe M).
- produire un bilan et formuler des recommandations aux parties négociantes, au plus tard douze (12) mois précédant l'échéance de la convention collective. Les parties peuvent convenir de formuler des recommandations aux parties négociantes en cours de travaux du comité.

COMPOSITION DU COMITÉ

Le comité est composé de quatre (4) représentants de la partie patronale et de quatre (4) représentants de la partie syndicale.

Au besoin, les parties peuvent s'adjoindre une personne supplémentaire.

LETTRE D'ENTENTE NO 51

RELATIVE À CERTAINS TITRES D'EMPLOI DU SECTEUR DES TECHNOLOGIES DE L'INFORMATION

ARTICLE 1 Prime

La personne salariée qui détient l'un des titres d'emploi suivants et qui assume la prise en charge d'un ou de plusieurs mandats liés à la coordination ou aux suivis de projets, reçoit une prime de dix (10 %) du salaire horaire majoré, s'il y a lieu, de la rémunération additionnelle prévue à l'annexe H, et ce, pour chaque heure pendant laquelle la personne salariée assume la prise en charge de ces mandats dans un établissement. Cette prime est versée à un maximum de 25% de l'effectif composé des titres d'emploi suivants :

- analyste en informatique (1123);
- analyste spécialisé ou analyste spécialisée en informatique (1124);
- technicien ou technicienne en informatique (2123);
- technicien spécialisé en informatique ou technicienne spécialisée en informatique (2124).

ARTICLE 2 Création d'un comité de travail

Dans les quatre-vingt-dix (90) jours de la date d'entrée en vigueur de la convention collective, les parties conviennent de former un comité national de travail portant sur les titres d'emploi visés à l'article 1.

Le comité de travail a pour mandats:

- d'évaluer la pertinence de mettre en place un mécanisme de reconnaissance des compétences acquises en milieu de travail ainsi que des activités de formation qualifiantes dans le cadre de travaux réalisés aux fins de possibles avancements dans les échelons salariaux;
- d'évaluer les mesures qui pourraient être mises en place afin de favoriser des horaires flexibles et l'accès au télétravail;
- d'analyser les effets de la prime prévue à l'article 1 de la présente lettre d'entente, et voir à la possibilité de prolonger l'application de celle-ci;
- analyser les effets des primes versées aux titres d'emploi visés sur l'attraction et la rétention des personnes salariées.

Le comité de travail dépose aux parties négociantes ses recommandations, conjointes ou non, au plus tard douze (12) mois précédents l'échéance de la convention collective.

Les parties, en cours de travaux et pendant la durée de la convention collective, peuvent d'un commun accord mettre en place une ou plusieurs mesures convenues.

La composition du comité de travail est de quatre (4) représentants de la partie patronale et de quatre (4) représentants de la partie syndicale.

La présente lettre d'entente prend fin le 30 mars 2028.

PARTIE IV

LETTRES D'INTENTION

LETTRE D'INTENTION NO 1

RELATIVE À LA PROMOTION DE LA LETTRE D'ENTENTE NO 17

Les parties locales s'engagent à promouvoir la lettre d'entente no 17 relative à l'aménagement du temps de travail.

LETTRE D'INTENTION NO 2

RELATIVE AU RÉGIME DE RETRAITE DU PERSONNEL EMPLOYÉ DU GOUVERNEMENT ET DES ORGANISMES PUBLICS (RREGOP) POUR LES PERSONNES VISÉES PAR CE RÉGIME EN VERTU DE LA LOI SUR LE RREGOP

1. Modifications législatives et réglementaires

Le gouvernement s'engage à adopter les projets de règlement requis ainsi qu'à proposer à l'Assemblée nationale, pour adoption, les dispositions législatives permettant d'apporter au *Régime de retraite du personnel employé du gouvernement et des organismes publics* (RREGOP) les modifications prévues aux articles 2 et 3.

2. Mise à la retraite de façon progressive

La durée initiale d'une entente de mise à la retraite progressive est maintenue, soit pour une période d'au moins une (1) année et d'au plus cinq (5) années. Toutefois, à compter de la date de présentation du projet de loi à l'Assemblée nationale qui met en œuvre la présente modification, ou, au plus tard le 30 juin 2024, une personne employée qui est partie à une telle entente peut convenir avec son employeur, par écrit et plus de six (6) mois avant la date de fin de l'entente, de prolonger cette entente. Il est possible de prolonger l'entente plus d'une fois, mais la personne employée doit en convenir avec son employeur à chaque fois, par écrit et plus de six (6) mois avant la fin de la prolongation. Toute prolongation à l'entente doit être d'au minimum d'une année et d'au maximum cinq (5) années.

La durée d'application de l'entente ainsi prolongée peut excéder cinq (5) années, mais malgré toute prolongation, la durée totale de l'entente ne doit pas excéder sept (7) années.

Dans le cas d'une entente de mise à la retraite progressive dont l'échéance est prévue à la date d'entrée en vigueur de la présente modification et dans les neuf (9) mois qui suivent cette date, il n'y aurait pas de délai à respecter pour que la personne salariée convienne avec son employeur de prolonger cette entente.

3. Âge maximal de participation au régime de retraite

À compter du 1^{er} janvier 2025, l'âge maximal de participation au régime est augmenté afin de correspondre au 30 décembre de l'année au cours de laquelle le participant atteint l'âge de soixante et onze (71) ans.

La modification décrite à l'article 3 de la présente lettre d'intention s'applique aussi au Régime de retraite de certains enseignants (RRCE), avec les adaptations nécessaires.

LETTRE D'INTENTION NO 3

RELATIVE AUX OBLIGATIONS DE L'EMPLOYEUR FACE À LA VIOLENCE CONJUGALE, FAMILIALE OU À CARACTÈRE SEXUEL

CONSIDÉRANT que la violence conjugale, familiale ou à caractère sexuel est un problème grave et persistant qui n'épargne pas les personnes salariées du réseau de la santé et des services sociaux (RSSS);

CONSIDÉRANT les conséquences importantes sur la personne salariée victime de violence conjugale, familiale ou à caractère sexuel et les répercussions sur l'employeur;

CONSIDÉRANT les obligations légales de l'employeur.

Sur les lieux de travail, l'employeur prend les mesures nécessaires pour assurer la protection de la personne salariée exposée à une situation de violence conjugale, familiale ou à caractère sexuel.

Il s'engage à respecter ses obligations légales prévues en la matière à la Loi sur les normes du travail (RLRQ, c. N-1.1), ainsi qu'à la Loi sur la santé et la sécurité du travail (RLRQ, c. S-2.1).

Les renseignements concernant une situation de violence conjugale, familiale ou à caractère sexuel sont confidentiels. Cependant, l'employeur peut divulguer ces renseignements lorsqu'il a des motifs raisonnables de croire qu'un risque sérieux de mort ou de blessures graves menace la personne salariée.

Les parties locales peuvent convenir, par entente, de permettre à la personne salariée la prise d'un congé reliée à sa situation conformément aux conditions de travail en vigueur.