

LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

NEGOTIATED UNDER: *The Act respecting bargaining units in the social affairs sector and amending the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors*

Reached between

THE MCGILL UNIVERSITY HEALTH CENTRE – MUHC

And

**THE MCGILL UNIVERSITY HEALTH CENTRE EMPLOYEES UNION –
CSN, REPRESENTING:**

**PARATECHNICAL PERSONNEL AND AUXILIARY SERVICES AND
TRADES PERSONNEL (CLASS 2) AM2000-3276**

AND

**OFFICE PERSONNEL AND ADMINISTRATIVE TECHNICIANS AND
PROFESSIONALS (CLASS 3) AM2000-3281**

Coming into force on September 30, 2007

The context in which negotiations took place

*Previously, all our working conditions were negotiated by the Fédération de la santé et des services sociaux (FSSS-CSN) and the Comité patronal du secteur de la santé et des services sociaux provincial (CPSSS – the management bargaining committee for the entire health and social services sector). **Collective bargaining on the local provisions that follow in this agreement was imposed by the Charest government's Bill 30.***

Given the fundamental issues at stake in this local collective bargaining, your union took an extremely serious approach to it. Collective bargaining was central to all our work for more than one year. The FSSS-CSN assigned Chantal Laurin (union staff representative) as an additional resource person for our union to assist and guide us in this rather unfamiliar process. She played a very important role, since she had had experience in collective bargaining at the national level. The mandate of the Bargaining Committee – composed of Olga Giancristofaro (president), Danny O'Shea (vice-president, class 3), Andrea Tait (vice-president, health and safety), Eduarda Teixeira (vice-president, grievances and disputes) and Paul Thomas (secretary) – was to preserve the working conditions we had won over the years in previous collective agreements and improve them. The general membership meeting adopted a set of more than 66 demands. The membership's 88% vote in favour of mandating the Bargaining Committee to use pressure tactics demonstrated members' unwavering support for the Bargaining Committee.

Bargaining talks with management took place in a climate of mutual respect. Discussions and debates were solid, energetic and at times even stormy. All these bargaining sessions were ultimately fruitful, though, because the results measure up to our expectations and constitute an improvement on the status quo.

It is now up to all our members to enforce our collective agreement and make it a living, daily reality.

The Bargaining Committee is proud to say: **Mission accomplished.**

Yours in solidarity,

The 2006-2007 Bargaining Committee

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Legend L = Local provisions N = National provisions

Article 1 (L)

CONCEPT OF POSITION

1.01 Position

“Position” designates a work assignment identified by the duties of one of the job titles provided for in the National Provisions and the List of job titles and job descriptions (“nomenclature”) and having to do with job titles within a service in which the assignment is carried out.

1.02 Merged position

“Merged position” designates a work assignment identified by the duties of one or more job titles within one or more services in which the assignment is carried out.

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

The Employer shall inform the Union in writing, thirty (30) days in advance, of his intention to create a merged position.

At the end of the thirty (30) days stipulated in the preceding clause, the Employer shall post the merged position in accordance with the provisions of Article 7 (L) – “Voluntary transfers.”

The Union may contest the creation of a merged position by filing a grievance during the posting period.

No person may be chosen to fill the position until the arbitration award has been rendered. During this period, the Employer may use the replacement procedures for positions temporarily without an incumbent.

1.03 Float team

The Employer may establish float teams to fill in during absences provided for in Article 4 (L) – “Position temporarily without an incumbent,” to deal with temporary extra workloads, to perform work of limited duration (less than twelve (12) months, unless the parties agree otherwise), or for any other purpose agreed upon locally by the parties. As well, in each of these cases, the Employer may use employees on the recall list.

The position of a float team employee may involve more than one job title.

The position is posted and filled in accordance with Article 7 (L) – “Voluntary transfers.”

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Article 2 (L)

CONCEPT OF SERVICE AND ACTIVITY CENTRE

Set of specific, hierarchically organized activities constituting a distinct entity in terms of the institution's organizational structure.

A service or activity centre can be a section of chronic-care or psychiatric beneficiaries, a nursery, a laboratory or radiology department, a programme or a point of service, etc.

Article 3 (L)

DURATION AND CONDITIONS OF THE PROBATION PERIOD

3.01 An employee shall be informed of the usually accepted and pertinent terms and conditions of the probation period for each job title at the time of hiring.

3.02 The probation period is forty-five (45) calendar days. However, if an employee has not completed thirty (30) days of work by the end of this period, the probation period shall be extended until the employee has completed thirty (30) days of work.

3.03 Job titles for which a CEGEP diploma is required

The probation period is forty-five (45) calendar days. However, if an employee has not completed thirty (30) days of work by the end of this period, the probation period shall be extended until the employee has completed thirty (30) days of work.

For job titles covered by Appendix C (L,N) – “Special provisions for technicians,” the probation period for an employee who left the health and social services sector more than five (5) years ago is sixty (60) days.

3.04 Job titles for which an undergraduate or graduate university degree is required as stipulated in the List of job titles and job descriptions

The probation period for an employee who has practised her/his profession for one (1) year after completing her/his university studies is be ninety-one (91) calendar days. However, if an employee has not completed sixty-five (65) days of work by the end of this period, the probation period shall be extended until the employee has completed sixty-five (65) days of work.

The probation period for an employee who has not practised her/his profession for one (1) year after completing her/his university studies is one hundred and eighty (180) calendar days. However, if an employee has not completed one hundred and twenty (120) days of work by the end of this period, the probation period shall be extended until the employee has completed one hundred and twenty (120) days of work.

All paid statutory holidays under this collective agreement are deemed to be days of work.

3.05 The length of an employee’s probation period may be extended for up to fifteen (15) additional days after agreement with the Union. The terms and conditions of an extension shall be decided on an individual basis.

3.06 The Employer shall establish an introduction and orientation program for all newly hired employees that begins on the first day of work. These days (introduction and orientation) are excluded from the probation period. The orientation period is conducted without interruption, and the probation period begins at the end of the orientation period. In

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exceptional cases when the orientation period cannot be conducted without interruption, the reasons shall be provided to the Union.

If a recently hired employee has not completed her/his orientation program, the duration of the probation period shall not be extended and the probation period shall end once the employee completes thirty (30) days of work.

- 3.07** If the Employer terminates the hiring of an employee before the end of the probation period, the Employer shall give the employee the reasons in writing. The employee may meet with the Employer to know what the reasons for the termination of her/his employment are.

Article 4 (L)

POSITION TEMPORARILY WITHOUT AN INCUMBENT

- 4.01** A position is temporarily without an incumbent when the incumbent is absent for any of the following reasons:
- any absence for which the employee keeps the right to return to her/his position;
 - the period during which a position is subject to application of Article 7 (L) – “Voluntary transfers”;
 - the period during which the institution is waiting for an employee from the Service régional de la main-d’œuvre (SRMO – Regional workforce service).
- 4.02** A position temporarily without an incumbent is not posted.
- 4.03** The Employer shall fill positions temporarily without an incumbent, taking into account the needs of the service. Before turning to outside sources of recruitment, the Employer undertakes to use the resources normally available in the bargaining unit by filling such positions with employees from the replacement or float teams, part-time employees who have indicated their availability in writing or employees on the recall list.
- 4.04** Should the Employer decide not to fill a position temporarily without an incumbent, or to fill it only partly or intermittently, he shall, at the Union's request, give the reasons for his decision in writing.
- 4.05** Employees assigned to positions temporarily without their incumbents shall be either full-time employees or part-time employees as defined in clauses 1.02 and 1.03 of the National Provisions and may not be considered as casual or temporary employees.

Article 5 (L)

CONCEPT OF DISPLACEMENT

5.01 Designates the transfer of an employee that is required by the Employer.

5.02 In no event shall an employee be obliged to accept a displacement except in the following specific circumstances, providing that the positions are compatible and of the same nature:

- 1- In a case of absolute necessity or due to an act of God.

Such a displacement shall be carried out on the basis of seniority.

- 2- In the event of an unforeseen absence causing an urgent need for personnel in a given service.

In such an event, the Employer may not displace an employee if other measures can be used appropriately.

Such a displacement may not last for more than one shift of work.

The Employer also agrees that the same employee may not be displaced repeatedly.

- 3- In the case of an employee who will be laid off, after being given notice thereof.

- 4- In the event of the complete or partial temporary shutdown of a service during the vacation period, or due to renovation, construction or decontamination work requiring the evacuation of beneficiaries.

When such temporary displacements occur, the Employer shall post a list of available assignments for a period of seven (7) days (except in cases of decontamination) and employees shall record their preference on it by order of seniority. If some employees do not indicate any choice, the Employer shall proceed with the displacement of employees, beginning with those with the least seniority or in any other manner on which the parties agree. Such displacements shall be carried out taking into account the normal requirements of the job.

When the situation allows, an employee may take her/his vacation and/or leave without pay.

- 5- In any other situation on which the parties agree locally in order to respond to specific needs, in particular in cases where the parties conclude that no other method of replacement is appropriate, as well as in cases where the parties conclude that there is a fluctuation in operations that warrants the displacement of one or more employees.

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Article 6 (L)

RULES APPLICABLE TO EMPLOYEES ON TEMPORARY ASSIGNMENTS (RECALL LIST)

6.01 The recall list includes the following employees:

- a) all employees who are laid off, except those covered by clause 15.03 of the National Provisions;
- b) all employees who hold a part-time position and who indicate their availability in writing;
- c) an employee may resign from her/his position to register on the recall list; however, such an employee cannot make use of the provisions of Article 7 (L) – “Voluntary transfers” until a period of six (6) months has elapsed from the time of her/his registration on the recall list;
- d) any employee on leave without pay for studies, as provided for in clause 18.03 of the National Provisions, who has indicated availability to this effect;
- e) an employee with job security who for valid reasons has refused to take a retraining course provided for in clause 15.14 of the National Provisions;
- f) any employee holding a position who refuses to bump when it is possible for her/him to do so following the abolition of her/his position.

6.02 The availability must be in keeping with and related to the hours that services operate.

- a) Upon hiring, a new employee shall indicate availability adapted to the Employer’s needs for a period of three (3) months.
- b) An employee on the recall list shall indicate a minimum availability of two (2) days a week, including one (1) weekend every two (2) weeks if so required by the Employer.
- c) In the case of an employee holding a part-time position who is registered on the recall list, the minimum availability stipulated in the preceding paragraph shall not apply.
- d) An employee registered on more than one recall list in the same or another institution in the health-care system shall only be required to offer the minimum availability indicated in paragraph b) of this clause for the recall list on which she/he has the most seniority. However, the employee shall not be required to honour this minimum availability when she/he has accepted an assignment that is incompatible with such availability. It shall be up to the employee to prove that she/he is not required to offer minimum availability under this paragraph.
- e) It is possible for employees who do not hold positions and who are studying full-time to be exempted, during the school year only, from the obligation to provide minimum availability as stipulated in paragraph b), providing that they make such a request in writing to the Employer at least sixty (60) days in advance, with the necessary supporting documents, or on shorter notice with the necessary justification provided.

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During this exemption period, the employee may indicate availability that is different from that stipulated in paragraph b).

- 6.03** An employee registered on the recall list shall indicate to the Employer in writing the availability she/he can offer within seven (7) days of receiving written notice from the Employer to this effect. If the employee fails to respond within the prescribed period of time, her/his last previously indicated availability shall remain in force.
- 6.04** Subject to the provisions of clause 6.02, the availability indicated by an employee registered on the recall list may be altered once every twelve (12) weeks. In such a case, the employee must notify her/his Employer in writing at least fourteen (14) calendar days in advance of the change.
- 6.05** Subject to the provisions of paragraphs c) and d) of clause 6.02, an employee registered on the recall list may not declare herself/himself unavailable except for the reasons for absences stipulated by the collective agreement.
- 6.06** An employee who regularly fails to respect her/his availability may have her/his name struck from the recall list for a period of no more than three (3) months.
- The second time her/his name is struck from the list within a period of twelve (12) months, it shall be final.
- 6.07** The recall list shall be used to fill positions temporarily without their incumbents, to deal with temporary extra workloads, to carry out work of limited duration (less than twelve (12) months, unless the parties agree otherwise), or for any other purpose agreed upon by the parties.
- 6.08** The parties may agree locally that for the purpose of replacing employees during annual vacation leave beginning between May 15 and September 30, employees may be assigned in accordance with the procedures provided in this article to fill more than one position temporarily without an incumbent during this vacation period. When there are consecutive assignments within the same service, they shall be deemed to be a single assignment for the purpose of applying this section. Such assignments shall be made known within thirty (30) days of when the annual vacation schedule is posted.
- 6.09** The Employer shall only be obliged to recall an employee registered on the recall list insofar as her/his stated availability corresponds to the assignment to be carried out.

However, when an assignment of thirty (30) or more days begins while an employee on the recall list is absent for a reason provided for in the collective agreement, the employee shall be deemed to be available for such an assignment if she/he can begin it by the day after the day on which the assignment starts.

When an assignment is expected to last five (5) days or more, or ten (10) days or more in the case of an assignment to a job title for which a float team exists, an employee who holds a part-time position and who is registered on the recall list may temporarily leave her/his position and obtain the said assignment in her/his service, as long as she/he

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meets the normal requirements of that job. It is understood that such an assignment may not lead to more than two (2) transfers in the service involved. Upon returning to their former positions, employees who are thus transferred shall once again be paid what they were when working at their original positions.

When an assignment lasting more than four (4) months begins at a time when an employee on the recall list who does not hold a position is already assigned to a position temporarily without an incumbent, the employee shall be deemed available for such an assignment if there are less than thirty (30) days left on her/his current assignment.

If there is not a minimum of sixteen (16) hours between when an employee finishes and then resumes working, she/he may decide not to accept the proposed assignment, in which case the employee's decision shall not be deemed to be a refusal. If the employee accepts the assignment offered, the provisions on overtime shall not apply.

6.10 An employee may leave an assignment when the number of hours of work involved changes. In such a case, the provisions of clause 6.13 (bumping) shall not apply and the employee shall be put on the recall list.

6.11 The Employer shall call on employees on the recall list in accordance with the following procedure

- 1- The recall list shall be applied by job title. An employee may be registered for more than one job title.
- 2- Employees shall be recalled by order of seniority and on the basis of their availability as indicated in writing, providing they are able to meet the normal requirements of the job.
- 3- a) When an assignment is for a duration of less than five (5) days, or less than ten (10) days in the case of an assignment to a job title for which a float team exists, an employee holding a part-time position who is registered on the recall list may obtain such an assignment within her/his service by order of seniority, with priority over other employees on the recall list, providing that she/he meets the normal requirements of the job.
b) If the availability indicated by the employee with the most seniority does not fully correspond to the assignment to be done, the unfilled part of the assignment shall be awarded to other employees holding a part-time position in the service, on the same terms and conditions.
c) If the assignment cannot be entirely filled by employees holding part-time positions in the service, the unfilled part of the assignment shall be offered to an employee on the recall list in accordance with the procedure provided in paragraphs 1, 2, 5 and 6 of this clause and the terms and conditions of the first and second (1st and 2nd) paragraphs of clause 6.09.
d) When the duration of an assignment filled in accordance with this paragraph is altered and it is expected to last for another five (5) days or more, or ten (10) days or more in the case of an assignment to a job title for which a float team exists, the provisions of paragraph 4) shall apply.

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- 4- When an assignment is expected to last for five (5) days or more, or ten (10) days or more in the case of an assignment to a job title for which a float team exists, the assignment shall be filled in accordance with paragraphs 1, 2, 5 and 6 of this clause and the terms and conditions provided in clause 6.09.
- 5- Employees shall be recalled by telephone or verbally in accordance with the established procedure, and the employee shall be required to report for work immediately, providing the circumstances of the recall match her/his previously indicated availability.

A copy of this procedure shall be given to the Labour Relations Committee.

- 6- If an employee refuses, the next employee shall be recalled, and so on and so forth. It is agreed that the recall of an employee in accordance with the provisions of this section shall not constitute a callback within the meaning of Article 19 (L,N) – “Overtime.”

6.12 The Employer shall have seven (7) calendar days from the start of an assignment to notify an employee from the recall list or from outside the institution who is working on an assignment of thirty (30) calendar days or more of the following:

- a) the identification and number of the position;
- b) the name of the incumbent (if applicable);
- c) the probable duration of the job;
- d) the date on which the assignment starts.

A copy of this notice shall be given to the Union within the same seven (7) calendar days.

In the case of assignments lasting less than thirty (30) calendar days, work schedules shall include the above-mentioned information and shall be kept for reference purposes for one (1) year. An employee or the Union may obtain them upon request.

6.13 An employee who holds a position or more than one position successively and consecutively for one of the reasons stipulated in clause 6.07 for a period of more than six (6) months shall receive two (2) weeks of advance notice of the end of the assignment.

The above-mentioned employee may bump another employee on the recall list providing that:

- 1- she/he has more seniority than the employee to be bumped;
- 2- she/he meets the normal requirements of the job;
- 3- her/his indicated availability matches the assignment to be carried out.

At the end of such an assignment, her/his name shall be put on the recall list.

6.14 The Employer shall consider a part-time employee for the distribution of overtime on the days when she/he is the incumbent of a part-time position in the service concerned or when she/he is working on an assignment lasting more than twenty (20) days of work.

Once this distribution is completed, the Employer shall also consider a part-time employee who is working on an assignment lasting twenty (20) or fewer days of work.

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- 6.15** Within sixty (60) days of the date on which the local provisions of the collective agreement come into force and subsequently as needed, the Employer shall inform employees and the Union of the job titles and, if applicable, the positions covered by an orientation, as well as the duration of the orientation.

When the Employer requires five (5) days or less of orientation for employees, he shall strive to give orientation to enough employees to meet assignment needs.

When an orientation programme of five (5) days or less is offered to employees registered on the recall list, the Employer shall proceed by order of seniority amongst the employees who meet the normal requirements of the job apart from the orientation and who have indicated that they are interested in receiving orientation. They shall register on the list provided for this purpose or in accordance with any other procedure agreed upon by the parties. An employee who holds a position and who is registered on the recall list, or an employee who has less than thirty (30) days left on her/his current assignment, may leave her/his assignment to receive such orientation. At the end of the orientation, she/he shall resume her/his position or assignment.

When, however, it becomes necessary to give an employee orientation for a specific assignment covered by an orientation program of five (5) days or less, the Employer shall give the orientation to the employee who would be entitled to the assignment if she/he had completed the orientation. The orientation is an integral part of the assignment. An employee whose residual time left on an assignment is equal to or less than the length of the orientation program offered may leave her/his assignment to receive the orientation.

For the duration of the National Provisions, the Employer shall not be required to provide orientation to employees registered on the recall list more than three (3) times. For employees hired after the date on which the collective agreement comes into force, the orientation received upon hiring is excluded from this number.

A joint assessment of the procedures provided above for five (5) days or less of orientation, shall be done by the Labour Relations Committee, eighteen (18) months after these local provisions of the collective agreement come into force, and then every three (3) years, subsequently.

In certain cases, the duration of the orientation received by an employee may differ from that set out in the first (1st) paragraph of this clause, in which case the Employer shall so inform the Union in writing.

Article 7 (L)

VOLUNTARY TRANSFERS

7.01 Any vacant or newly created position covered by the certification shall be posted, subject to the application of the sixth (6th) paragraph of clause 15.05 in the National Provisions.

Any vacant position must be posted within ninety (90) days of when it becomes vacant.

However, should the vacant position be covered by one of the reorganizations provided for in clauses 14.01 to 14.07 of the National Provisions, the posting shall be done no later than twelve (12) months after the date on which the Employer notifies the Union in accordance with clause 14.09 of the National Provisions. Notwithstanding this, any position which becomes vacant as of the ninth (9th) month after this notice is sent shall remain subject to the rule provided in the second (2nd) paragraph of this clause.

Positions shall be posted on the Employer's Intranet for a period of fifteen (15) days. The Employer shall give the Union a copy of the posting.

7.02 The only information that should appear on job postings is:

- 1- the job title and job description appearing in the List of job titles and job descriptions (the "*Nomenclature*");
 - 2- the supplement and premiums, if applicable;
 - 3- the salary scale;
 - 4- the service;
 - 5- the posting period;
 - 6- the status of the position (full or part-time);
 - 7- requirements:
 - experience
 - level of education
 - language skills
 - computer skills, if applicable
- If there are other requirements, they will be stated in the job description;
- 8- in the case of a part-time position, the minimum number of hours of work per four (4)-week period.

The posting may also contain, for information purposes only:

- 1- the shift of work;
- 2- any other information likely to inform employees as to the usual place or area of work.

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In the case of a position on the float team, the posting shall indicate all of the elements which make up the position.

In the case of a merged position, the posting shall indicate the elements which make up a position established in accordance with the provisions of Article 1 (L) – “Concept of position.”

- 7.03** All employees have the right to apply for a position during the above-mentioned period, following the procedure established by the Employer.

Before applying for a position, an employee may find out about other applicants. The list of applicants shall be available on the Intranet.

- 7.04** The list of applicants shall be posted on the Intranet until the end of the posting period. A copy of this list shall be given to the Union as soon as the posting period ends.

The name of the employee chosen to fill the position as well as the detailed list of applicants shall also be sent to the Union.

- 7.05** For positions for which a university degree is not required

Seniority shall determine which of the applicants who meet the normal requirements of the job is chosen to fill the position.

Requirements must be relevant and related to the nature of the duties.

For positions for which a university degree is required

The position shall be filled by the most qualified of the applicants who apply and who meet the relevant requirements, regardless of whether the successful applicant comes from the bargaining unit.

In cases in which the “best qualified” rule applies, the position shall be filled by the applicant with the most seniority in the service of the Employer if there are several applicants with equal qualifications.

If a full-time position becomes vacant, a part-time employee shall have precedence over an outside applicant if she/he performs the duties satisfactorily during the trial period.

Requirements must be relevant and related to the nature of the duties.

A vacancy resulting from a promotion, transfer or demotion must also be posted and the position shall be awarded in accordance with the provisions of this article and clause 15.05 of the National Provisions.

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7.06 Job register

A job register shall be established solely to allow employees totally absent for two (2) consecutive weeks or more for one of the reasons provided for in this collective agreement to apply for vacant or newly created positions.

Registration in the job register shall be valid for the duration of the employee's absence in accordance with the terms and conditions set out in the following paragraphs.

Registration in the job register shall be done by written notice from the employee to the Employer and shall be deemed to be an application for the position posted.

An employee must fill out a form to this effect for each position desired. If a position for which an employee is registered is offered to that employee, his/her name shall be withdrawn from the job register for this position for the rest of her/his absence.

7.07 Appointment

The Employer shall post any appointment within ten (10) days of the posting period or use of the register, unless there is a delay caused by the impossibility of reaching applicants or verifying whether they meet the normal requirements of the job. In such a case, the time limit shall be extended.

The Employer shall notify an employee of her/his appointment in writing, with a copy to the Union. The list of appointments shall be accessible for one (1) month on the Intranet.

The employee shall begin work no later than sixty (60) days after the date of her/his appointment.

7.08 Initiation and trial period

For job titles for which a university degree is not required

The employee chosen to fill the position shall be entitled to an initiation and trial period of no more than thirty (30) days of work. The purpose of this initiation and trial period is in part to familiarize the employee with the position or equip her/him to do it through the acquisition of additional theoretical or practical knowledge in the course of performing her/his duties.

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

In applying clause 1.11 of the National Provisions, if the former position to which the employee returns is held by another employee whose initiation and trial period is completed, the position shall be deemed to have not been awarded, until each of the employees thus affected is reinstated in her/his former position.

An employee from the recall list who obtains a part-time position in the service in which she/he is working on a temporary assignment that has fewer hours than the hours of

her/his current assignment may return to the latter after completing the initiation and trial period for the position she/he has obtained.

For job titles for which a university degree is required

The employee chosen to fill a position shall be entitled to an initiation and trial period of no more than thirty (30) days of work. The purpose of this initiation and trial period is in part to familiarize an employee with her/his position or equip her/him to do it through the acquisition of additional theoretical or practical knowledge in the course of performing her/his duties.

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

In applying clause 1.11 of the National Provisions, if the former position to which the employee returns is held by another employee whose initiation and trial period is completed, the position shall be deemed to have not been filled, until each of the employees thus affected is reinstated in her/his former position.

An employee from the recall list who obtains a part-time position in the service in which she/he is working on a temporary assignment that has fewer hours than the hours of her/his current assignment may return to the latter after completing the initiation and trial period for the position she/he has obtained.

- 7.09** With a view to developing her/his skills, an employee may ask the person in charge of staffing to see the results of the aptitude tests she/he takes to obtain a position.

Article 8 (L)

ARRANGEMENT OF HOURS OF WORK AND WORK WEEK

8.01 For calculation purposes, the work week shall be distributed over the calendar week.

The number of weekly hours of work defined at the national level shall be divided equally into five (5) days of work.

8.02 Work schedules, and all subsequent changes to them, shall be based on the needs of the service and take into account, if possible, employees' expressed preferences.

They shall be posted in the usual places at least seven (7) days in advance and shall cover a period of at least four (4) weeks.

Work schedules shall include days off and shifts of work (days, evenings, nights) as well as the information stipulated in clause 6.12 of the local provisions.

Work schedules shall be kept for one (1) year for reference purposes. An employee or the Union may consult them upon request.

8.03 The time allowed for a meal shall be a minimum of thirty (30) minutes and a maximum of one (1) hour.

An employee shall not be required to have her/his meal at the institution.

8.04 An employee may not take the rest periods provided for in clause 25.07 of the National Provisions at the beginning or end of a day of work, nor as an extension of the time allowed for meals.

However, after agreement with her/his immediate supervisor, employees working on evening or night shifts or on the road may take their rest periods together with their meal breaks.

Employees who work a daily number of hours that is less than the number of hours for their job title shall be given a rest period of:

Job titles for which the regular day of work is 7 hours:

- Employee working 3 or 4 consecutive hours : 1 rest period of 15 minutes
- Employee working 5 consecutive hours : 1 rest period of 20 minutes
- Employee working 6 consecutive hours : 1 rest period of 25 minutes

Job titles for which the regular day of work is 7.25 hours:

- Employee working 3 or 4 consecutive hours : 1 rest period of 15 minutes
- Employee working 5 consecutive hours : 1 rest period of 20 minutes
- Employee working 6 consecutive hours : 1 rest period of 25 minutes

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- Employee working 7 consecutive hours : 2 rest periods of 15 minutes

Job titles for which the regular day of work is 7.75 hours:

- Employee working 3 or 4 consecutive hours : 1 rest period of 15 minutes

- Employee working 5 consecutive hours : 1 rest period of 20 minutes

- Employee working 6 consecutive hours : 1 rest period of 25 minutes

- Employee working 7 consecutive hours : 2 rest periods of 15 minutes

8.05 Each employee shall be entitled to two (2) complete days of rest per week, continuous if possible.

The words "day of rest" means a full period of twenty-four (24) hours.

Weekends off shall be shared alternately and fairly among employees in the same job title and the same service.

The Employer shall give employees as many weekends off as possible. However, the Employer shall ensure that each employee has at least one (1) weekend off every two (2) weeks, except when this is impossible to maintain due to an inability to recruit sufficient staff after having used the usual recruiting practices in the system. In such a case, the employee shall be entitled to one (1) weekend off every three (3) weeks.

Notwithstanding shifts of work beginning at 11:00 p.m. or 11:30 p.m. on Sunday evening, a weekend shall mean a continuous 48-hour period including all of Saturday and Sunday. However, the continuous forty-eight (48)-hour period may be shifted by written agreement.

8.06 After so requesting in writing and with the consent of the immediate supervisor, who may not refuse without a valid reason, two (2) employees in the same job title and same service shall be free to exchange days off and/or established work schedules within a given pay period. The provisions of the article on overtime shall not apply in such a case.

8.07 An employee shall not be subject to more than two (2) different work schedules per week, except with her/his consent.

8.08 The Employer may not modify the schedule without giving seven (7) calendar days of prior notice, except with the consent of the employee(s) concerned.

8.09 To the extent that there is a shortage of steady staff for evening or night shifts, shifts shall be rotated within a service, with employees taking their regular turn.

8.10 In services where there is shift rotation among employees, the Employer shall assign steady evening or night shifts to an employee who so requests. In such a case, the employee shall not be subject to shift rotation except in cases of absolute necessity.

At her/his request, an employee may return to shift rotation on day, evening and night shifts.

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In each case, the employee must give the Employer four (4) weeks' prior notice, and the latter shall post it within the service.

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

An employee may not request a steady evening or night shift more than once every three (3) months. However, this restriction shall not apply to an employee when she/he applies for a position in accordance with the provisions of Article 7 of the local provisions on voluntary transfers or makes use of the provisions of clauses 14.14 to 14.18 of the National Provisions and Article 14 of local provisions – “Bumping and/or layoff procedure.”

- 8.11** Employees who have worked steady evening or night shifts for one (1) year may be assigned to the day shift for a maximum of two (2) periods totalling no more than fifteen (15) days of work annually, for the purpose of giving these employees an opportunity to refresh their techniques, providing that they are so advised by the Employer at least four (4) weeks in advance.

It is understood that if such training is given during the months of June, July or August, or between December 15 and January 15, this shall not affect employees' vacation choices in any way unless they agree to shift them to a time of their choosing. Employees who are absent shall receive the said training when they return from vacation.

Assignment to a day shift shall be possible in cases where the training period is organized so that the employee acquires knowledge, techniques or practical experience necessary to the performance of her/his duties on evening or night shifts, and providing that the day shift is the one that allows such training periods to be organized most effectively.

- 8.12** The Employer shall strive to reduce the use of split shifts to a minimum. The spread of a split shift may not exceed eleven (11) hours.
- 8.13** With a view to fostering a better balance between parental and family responsibilities and work responsibilities, the parties may agree on any other arrangement of work time.

Article 9 (L)

RETURN OF EMPLOYER'S PROPERTY

At the end of her/his employment with the Employer, an employee shall return ID cards, keys, uniforms and other items that are the Employer's property to the latter.

Article 10 (L)

LABOUR RELATIONS COMMITTEE

10.01 Statement of principle

The parties recognize the importance of establishing a privileged means of communication and co-operation at the local level, a forum for discussions, consultations and pursuit of solutions. A Labour Relations Committee shall be established for this purpose.

In its work, the Labour Relations Committee shall be concerned with protecting jobs, the quality of life, financial resources and the quality of care and services.

10.02 Composition

The Labour Relations Committee shall be composed of a maximum of three (3) persons designated by the Employer and a maximum of three (3) persons designated by the Union.

Either the Employer or the Union may add resource people, after notifying the other party.

10.03 Operating procedures

The Labour Relations Committee defines its operating rules and procedures, in particular the frequency of meetings and rules for notice of meeting. It may create sub-committees as needed to help it carry out its mandate.

To carry out its mandate, the Labour Relations Committee must have access to all information relevant to understanding problems and working out solutions.

Union representatives shall be given leave in accordance with the provisions of clause 7.13 of the National Provisions.

The meetings of the Labour Relations Committee and the work that the parties agree is necessary shall take place during working hours.

10.04 Mandate

- a) to establish a recognized direct channel of communication between the Union on the one hand, and the Employer on the other;
- b) to allow for a systematic, thorough examination of local professional problems that the parties have a shared interest in solving;
- c) to promote a spirit of co-operation between employees and management;

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- d) to examine ways of improving the effectiveness, efficiency and general operations of a service, including through the distribution of work;
- e) to examine ways of improving employees' satisfaction at work;
- f) to discuss any other matter agreed upon by the parties;
- g) to prevent disputes that could affect relations between the parties.

Article 11 (L)

RULES OF CONDUCT

The Employer shall treat its employees fairly and the Union shall encourage them to do satisfactory work.

Article 12 (L)

POSTING OF NOTICES

12.01 The Employer shall continue to provide the Union with the locked bulletin boards that it provided on the date the local provisions come into force. These bulletin boards shall be used solely for Union purposes.

The Union may post any documents signed by the Union. However, documents thus posted must not contain statements directed against the parties concerned, their members or their mandated representatives.

12.02 The Employer shall allow the Union to use the internal mail system in accordance with the terms and conditions determined by the Employer.

12.03 The Employer shall allow the Union to connect to the Intranet in order to view the information available there, to connect to the Internet and to use the Lotus Notes system to communicate with its members, in accordance with the policies and terms and conditions in force as well as applicable laws and regulations.

Article 13 (L,N)

DEVELOPMENT OF HUMAN RESOURCES

Statement of principle and definition

- 13.01** For the purposes of this agreement, the term "development of human resources" means the integrated and continual process by which employees acquire and develop the skills (theoretical and practical knowledge, abilities, attitudes and creative capacities) that enable them to perform their duties and deal with the changes affecting their fields of work and their workplaces.
- 13.02** The development of human resources is a factor contributing to the overall performance of the institution and the human resources that compose it.
- 13.03** Activities for the development of human resources are aimed at meeting the needs of the institution and employees in accordance with the new orientations in the Health and Social Services sector. Their purpose is to help optimize the response to the needs of the organization's patients and clients.
- 13.04** The development of human resources is a shared responsibility of the Employer and the employee. The employee participates actively in her/his own professional development so as to be able to acquire, maintain and develop her/his skills on the basis of defined objectives.
- 13.05** The development of human resources is covered by the human resources development plan provided for in The Act Respecting Health and Social Services. In particular, it may involve updating and professional development activities as well as the retraining activities provided for in clause 15.14 of the National Provisions.

Spending on the development of human resources

- 13.06** The amount defined in Article 13 of the National Provisions shall be used to reimburse salary, benefits, education fees and travel and living expenses.
- 13.07** Within sixty (60) days of when these local provisions come into force, amounts provided by the previous collective agreement that have not been committed shall be carried forward to the following year. Similarly, at the end of each financial year, uncommitted amounts provided by the collective agreement shall be carried forward to the following year. The Employer shall provide the Union with the information needed to determine the amounts mentioned in this clause.

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Updating and professional development

13.08 The parties agree to encourage updating and professional development of employees covered by this collective agreement.

13.09 a) Updating is an activity enabling an employee to maintain her/his skills in the performance of her/his duties and to refresh her/his theoretical and practical knowledge.

b) Professional development is an activity that enables an employee to acquire greater competence in the performance of her/his duties and in her/his field of work and to acquire additional theoretical and practical knowledge useful to the performance of her/his duties because of the evolution of knowledge, tools of work, methods of work or intervention or the evolution of problems and issues related to the performance of the duties entrusted to her/him.

13.10 Updating and development activities shall be free of charge for employees. An employee shall be deemed to be at work and shall receive remuneration equal to what she/he would receive if she/he were at work for each day that she/he participates in such an activity.

13.11 a) Employees shall be compensated for travel and living expenses, if applicable, for participating in updating or professional development activities that are held more than forty (40) kilometres from their usual place of work.

b) The Employer and the Union may assess any special situation within a radius of forty (40) kilometres.

Updating and professional development activities plan

13.12 The Employer shall consult the Union on priority needs in updating and professional development and develop an activities plan designed to meet such needs within the limits of the financial resources allotted for the human resources development plan, this amount being established by Article 13 of the National Provisions.

13.13 The Employer shall submit the plan drafted in accordance with the previous clause to the Union to verify whether the methods proposed are the optimal way of meeting the needs identified, with a view to obtaining the Union's approval.

13.14 The Employer shall implement the updating and professional development activities for which the Union has approved the terms and conditions or on which there has been a decision or agreement pursuant to the provisions of clauses 13.23 and 13.24.

13.15 The Employer shall use postings in the usual places to inform employees in the bargaining unit about the overall updating and professional development plan.

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13.16 At the end of each year, the Employer shall send the Union a report on updating and professional development activities, including the amounts spent on them.

Eligibility and selection for updating and professional development activities

13.17 Updating and professional development activities are for all employees covered by the bargaining unit.

13.18 The Employer shall work with the Union to determine the selection criteria for the choice of candidates for updating and professional development activities. Any employee whose duties are modified by the introduction of new machinery, equipment or devices shall be entitled to a human resources development activity.

13.19 For activities intended for all employees, the Employer shall give employees in the bargaining unit the following information, using postings in the usual places to do so:

- 1- the activity, corresponding learning objectives and duration, and the number of employees who may participate;
- 2- general eligibility requirements, the category of employees concerned and the process for selecting employees;
- 3- application forms for participating in such activities.

13.20 The Employer shall receive employees' applications to participate and proceed to select candidates.

13.21 The Employer shall notify a chosen candidate of the activity in which she/he will participate, along with the related terms, conditions and benefits.

13.22 Upon request, the Employer shall give the Union the name(s) of employee(s) chosen and the list of all employees who applied, within five (5) days of such a request.

Settlement of disputes concerning updating and professional development activities

13.23 In the event of disagreement between the parties on the terms and conditions for the implementation of updating and professional development activities, selection criteria for these activities or for the purposes of verifying whether the proposed methods are the best way of meeting the needs identified, either party may file a grievance after notifying the other party that it considers them to be deadlocked in this regard.

13.24 At the request of either party, the grievance shall be submitted to the Ministère du Travail's pre-arbitration mediation.

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13.3

Article 14 (L,N)

BUMPING AND/OR LAYOFF PROCEDURE

14.01 In the case of bumping and/or layoffs and in the case of special measures, each employee's seniority shall determine whom the bumping and/or layoff procedure may affect, as stipulated below.

1st step: When the Employer abolishes a full-time or part-time employee's position under clauses 14.01 to 14.08 of the National Provisions, or when an employee bumps under clause 14.02, it is the employee with the least seniority in the service, job title and status concerned who is affected; in the event of bumping under clause 14.02, the employee must furthermore meet the normal requirements of the job.

2nd step: An employee affected by the application of the 1st step or who has been unable to avail herself or himself of the 1st step shall bump the employee in another service with the same job title and the same status who has the least seniority among employees who hold positions for which the employee meets the normal requirements of the job.

The employee thus affected shall bump the employee with the same job title and the same status who has the least seniority among the employees who hold positions for which she/he meets the normal requirements of the job.

3rd step: An employee affected by the application of either of the two preceding steps or who has been unable to avail herself or himself of them shall bump the employee with another job title but the same status who has the least seniority among the employees who hold positions, providing that she/he meets the normal requirements of the job.

Nevertheless, an employee whose job title is included in one of the following sectors of work:

- graduate technician
- professional

shall not be obliged to bump an employee whose job title is included in a different sector of work.

Requirements must be relevant and related to the nature of the duties.

Employees shall exercise their seniority rights in the manner set out in this clause, providing there is an employee with less seniority.

An employee who fails to bump when it is possible for her/him to do so shall be deemed to belong to the institution's recall list. The employee shall then be governed by the provisions of Article 6 (L) – "Rules applicable to employees on temporary assignments." She/he shall then cease to benefit from the application of Article 15 of the National Provisions on the job security system.

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14.1

When a part-time employee bumps another part-time employee, in addition to abiding by the rules set out in each step she/he shall bump an employee who holds a position with an equal or greater number of hours of work than her/his own. She/he may also bump a part-time employee who holds a position with fewer hours of work than her/his own position.

An employee benefiting from one of the forms of leave provided for in clauses 7.18, 22.05, 22.19, 22.19A, 22.27 or Article 34 of the National Provisions, or clauses 18.01B or 18.03 of the local provisions, who is affected by the bumping procedure during such leave must make her/his bumping choice without waiting to return to work, unless the employee is ill or suffering from an employment injury or cannot be reached.

14.02 A part-time employee may bump a full-time employee in accordance with the procedure provided in clause 14.01 if she/he has been unable to bump another part-time employee after having applied the entire procedure provided in clause 14.01. In such a case, the part-time employee must agree to become a full-time employee. Similarly, a full-time employee may bump a part-time employee according to the procedure provided in clause 14.01 if she/he has been unable to bump another full-time employee after having applied the entire procedure provided in clause 14.01.

14.03 A full-time employee may bump more than one part-time employee in the same job title after having applied the entire procedure provided in clause 14.01, providing that the hours of work of the part-time employees she/he bumps are compatible, that they do not lend themselves to the application of the clause on shift changes and that, once juxtaposed, they constitute normal and regular days or weeks of work in accordance with Article 8 (L) – “Arrangement of hours of work and work week.”

14.04 An employee affected by the application of clauses 14.01, 14.02 or 14.03 shall receive written notice and have three (3) days to make her/his choice. A copy of the notice shall be sent to the Union.

14.05 The bumping ensuing from the preceding clauses may take place simultaneously or successively.

14.06 Professional employees with university degrees shall be covered by the provisions of this article, subject to the stipulation that the bumping procedure set out in the preceding clauses shall be applied solely among such professionals.

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

For the purposes of applying this clause, employees whose job title requires a university degree (covered by Appendix G of the National Provisions) are deemed to be professional employees with university degrees.

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Article 15 (L)

PROFESSIONAL ORDERS

An employee shall be free to join or not join a professional order except in cases where the right of practice is contingent on membership in such an order.

Article 16 (L)

SPECIAL CONDITIONS DURING THE TRANSPORTATION OF USERS

An employee assigned to accompany a beneficiary outside the locality where the institution employing her/him is located shall receive the following remuneration and allowances:

- 1- She/he shall be considered to be at work for the entire time that she/he is accompanying the beneficiary, as well as during her/his return to the institution. She/he must therefore be remunerated according to the provisions of the agreement, including overtime if the duration of her/his regular work and/or the period of accompaniment or of return exceeds the normal period of work for one day.
- 2- Once she/he has left the beneficiary, the employee shall return to her/his institution as soon as possible, and by the means of transportation determined by the Employer.
- 3- She/he shall be considered to be on stand-by duty during the waiting period preceding the return trip. She/he shall then be remunerated in accordance with the provisions of clause 19.07 of the National Provisions on "Overtime."
- 4- The institution shall reimburse the employee for her/his travelling and living expenses upon presentation of receipts, in accordance with the rules and scales provided in Article 27 of the National Provisions and local provisions on "Travel allowances."

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Article 17 (L)

LOSS OR DESTRUCTION OF PERSONAL BELONGINGS

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

However, the employee must submit her/his claim to the Employer no later than seven (7) days after the incident.

Article 18 (L,N)

LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

18.01 Leave without pay

- a) After two (2) years of service, an employee may take up to four (4) weeks of leave of absence without pay once a year, outside the period from June 1 to September 15 and after agreement with the Employer, providing that her/his request is made at least four (4) weeks in advance.

Said leave without pay may be divided into two (2) or four (4) periods of at least one (1) week each. Any other arrangement of the leave must be agreed upon, by the employee and the Employer.

- b) After at least five (5) years of service in the institution, an employee may, after agreement with the Employer and once per period of at least five (5) years, take leave without pay for a total duration of no more than fifty-two (52) weeks, including the leave of absence provided in the preceding clause. To obtain this leave, the employee must make a request in writing to the Employer at least sixty (60) days in advance, specifying the duration of the leave.

18.02 Part-time leave without pay

- a) After agreement with the Employer, an employee holding a full-time position who has two (2) years of service may obtain part-time leave without pay for a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks. When requesting such leave, the employee shall stipulate the duration of the leave. Such part-time leave without pay may not exceed three (3) days a week.
- b) An employee must request such leave in writing at least four (4) weeks before the planned start of the leave. Once the leave is granted, its duration and terms may not be altered without the consent of the Employer and the employee concerned.

However, if during the scheduled period of part-time leave without pay the employee ceases to hold her/his position, the part-time leave without pay shall end on the day preceding the day on which the employee ceases to hold her/his position.

- c) After agreement with the Employer, and following a request made at least four (4) weeks prior to the end of the partial leave of absence without pay for personal reasons, said partial leave of absence is extended for a maximum of fifty-two (52) weeks. The employee is deemed to be a part-time employee and shall be subject to the rules for part-time employees, in particular with regard to her/his contributions to the pension plan.

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

- a) With a view to allowing the high-school, college and university sectors to benefit from the contribution and experience of employees in the Health and Social Services sector, after agreement with the Employer, an employee holding a position who has at least one (1) year of service in the institution shall, upon written request at least thirty (30) days in advance, or less if there is supporting documentation, obtain full-time or part-time leave without pay for a maximum of fifty-two (52) weeks to teach in a field specifically geared to the Health and Social Services sector.
- b) After agreement with the Employer and upon request made at least thirty (30) days before the end of the leave provided for in paragraph a), the leave shall be renewed for a second year.
- c) For a maximum period of one (1) year, the position of the employee on leave without pay shall not be posted and shall be deemed to be a position temporarily without an incumbent.
- d) Leave without pay to teach full-time or part-time shall be deemed to end on the date of resignation or termination of the teaching contract with the academic institution, as the case may be.

18.04 Leave without pay for studies

- a) The term "educational upgrading" refers to general education courses aimed at making employees who attend such courses eligible for a higher academic level of schooling officially recognized by the Ministère de l'Éducation, du Loisir et du Sport du Québec.
- b) The Employer and the Union shall co-operate with a view to encouraging the school board, CEGEP or university to establish, if appropriate, general education courses leading to an elementary, high school, college or university level diploma, at hours likely to interest the largest number of employees. Such courses shall be given in facilities designated or accepted by the educational institution giving the said course. The duration of courses and content of programs shall be established by the Ministère de l'Éducation, du Loisir et du Sport du Québec.
- c) After agreement with the Employer, an employee holding a position who has at least one (1) year of service shall, upon written request at least sixty (60) days in advance, or less with supporting documentation, be granted full-time or part-time leave without pay for a maximum of thirty-six (36) months for the purpose of educational upgrading or to pursue studies in a field geared to the Health and Social Services sector. The leave may be continuous or non-continuous over a period of no more than thirty-six (36) months.
- d) An employee's leave without pay for studies shall be deemed to end on the date on which the employee abandons or completes her/his studies, as the case may be.

18.05 Part-time leave without pay through an exchange of positions

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18.2

- a) Upon request made four (4) weeks in advance, a full-time employee with at least one (1) year of service may take part-time leave for a minimum of eight (8) weeks and a maximum fifty-two (52) weeks once a year. However, said leave shall be granted to an employee with less than one (1) year of service when a dependent's illness requires the employee's presence. When requesting the leave, the employee shall indicate its duration.
- b) In order to take part-time leave, the employee must be able to exchange her/his full-time position for the position of a part-time employee with the same job title. The exchange shall be done in order of part-time employees' seniority and on condition that the employees involved can meet the normal requirements of the positions to be exchanged. Failing the possibility of such an exchange, the employee, the Union and the Employer may agree to any other terms and conditions.
- c) Upon expiry of this part-time leave, the employees involved in the exchange of positions shall return to their respective positions. If either employee ceases to hold her/his position during the scheduled period of leave, the part-time leave shall end on the day preceding the day on which the employee ceases to hold her/his position, unless the parties agree to define other terms and conditions.

18.06 Leave without pay for marriage or civil union

An employee benefiting from clause 25.06 of the National Provisions may combine it with one (1) week or less of leave without pay, providing that she/he indicates her/his intention to do so at the time of the request.

18.07 Public office – Leave without pay for public office

An employee who is a candidate for public office shall be entitled to leave without pay for thirty (30) days preceding Election Day. If she/he is elected to the said position, she/he shall be entitled to leave without pay for the duration of her/his term of office.

For a maximum of one (1) year, the position of an employee on leave without pay shall not be posted and shall be deemed to be temporarily without an incumbent.

18.08 Special leave without pay

In addition to the leave provided for in clauses 25.01 to 25.04 of the National Provisions, the Employer shall give an employee up to fourteen (14) days of leave without pay if the funeral takes place outside Canada.

18.09 Terms and conditions of leave without pay

The National Provisions on leave without pay regarding seniority, the accumulation of experience, pensions, group insurance plans, exclusion from collective agreement benefits and the status of an employee during part-time leave shall apply to leave without pay provided for in this article.

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18.3

The following terms and conditions for leave without pay shall apply to leave without pay provided in this article, except for the leave provided for in clauses 18.01a), 18.06 and 18.08 of this article:

a) Annual leave

The Employer shall pay to the employee the remuneration corresponding to the days of annual leave (vacation) accumulated up to the date on which she/he goes on leave without pay.

b) Sick leave

Sick leave accumulated at the time of the start of leave without pay under clauses 23.29 of the National Provisions shall be credited to the employee and cashed in, in accordance with the provisions of clauses 23.30 and 18.02c of the National Provisions, where applicable.

c) Voluntary transfers

An employee may apply for a posted position and obtain it in accordance with Article 7 of the local provisions providing that she/he can begin work within a maximum of thirty (30) days of being chosen to fill the job. The leave in progress shall end on the date of her/his return to work.

d) Terms and conditions of the return to work:

- 1- At any time during leave without pay, an employee may return to her/his position with the Employer, providing that she/he so notifies the Employer in writing at least thirty (30) days in advance.
- 2- The employee must notify the Employer in writing of her/his return to work at least thirty (30) days before the expiry of her/his leave, failing which she/he shall be deemed to have voluntarily abandoned her/his job at the end of the leave without pay.
- 3- If the employee's position is no longer available, the employee may obtain a vacant or newly created position in accordance with Article 7 of local provisions – "Voluntary transfers" and/or avail herself/himself of the provisions on the bumping and/or layoff procedure provided in Article 14 of the National Provisions and local provisions.

Article 19 (L,N)

OVERTIME

19.01 If overtime work must be done, the Employer must offer it in turn to available employees who normally do this work.

For purposes of distributing overtime, each time that an employee refuses to work overtime she/he shall be deemed to have worked the overtime offered.

In urgent or unforeseen cases, however, or cases of work that must not be interrupted in order to be completed, the Employer may offer it first to employees who are on the premises.

19.02 Upon request, the Employer shall make the overtime log for a service, covering a maximum period of twelve (12) months, available to employees and the Union.

19.03 When the needs of a service require staff on stand-by duty, employees shall be required to cover it in turn, unless:

- a) a sufficient number of employees volunteer. For purposes of applying this paragraph, float-team employees who are called in frequently for replacement duty in the service may volunteer;
- b) an insufficient number of employees volunteer to cover all of the needs, in which case the other employees shall be required only to complete the needs. When required by the Employer, employees shall be subject to stand-by duty during their weekly days off and statutory holidays;
- c) however, the Employer may not require employees to be on stand-by duty during their vacation.

19.04 The Employer may exempt an employee from stand-by duty when her/his presence is explicitly required by obligations related to care for, or the health of a family member. The employee must notify the Employer of her/his non-availability as soon as possible, and at the latter's request provide the necessary supporting documents. Furthermore,, the employee must take all reasonable steps to limit her/his exclusion from stand-by duty.

19.05 Stand-by duty shall be performed at home. If, however, if it is impossible for the employee to reach the institution within approximately one-half (½) hour, she/he must, at the Employer's request, remain at the institution.

19.06 The Employer agrees to make a pager or similar device available free of charge to employees on stand-by duty, providing that the employee personally ensures that the device works properly wherever she/he is, at all times.

Legend L= Local - N= National

Local provisions of the MUHC-SECUSM-CSN collective agreement

ARTICLE

19.1

19.07 As a general rule, overtime is remunerated.

However, at the employee's request and with the Employer's consent, hours worked as overtime may be converted into time off. In such cases, the following terms and conditions shall apply:

- 1- Hours worked as overtime, shall be recorded in converted hours (at the applicable rate) in the payroll system's time bank.
- 2- An employee may not have more than five (5) days of work in her/his bank of time off at any time.
- 3- An employee must make a request to the Employer to take banked time off:
 - a) seven (7) days before the time off is taken, in the case of a request for more than one (1) day;
 - b) twenty-four (24) hours before the time off is taken, in the case of a request for one (1) day;
 - c) notwithstanding the above-mentioned periods of prior notice, these periods of time may be shortened with the Employer's consent.
- 4- The Employer shall grant the time off, in accordance with the needs of the service.
- 5- When an employee has accumulated the maximum number of hours allowed in her/his bank, each additional hour worked as overtime shall automatically be paid with the next pay cheque.

Article 20 (L,N)

STATUTORY HOLIDAYS

20.01 For the implementation of the National Provisions, the parties recognize that there are thirteen (13) statutory holidays to be observed during the year, which shall run from July 1 of one year to June 30 of the following year. These statutory holidays include the National Holiday (June 24), Christmas and New Year's Day.

The list of holidays shall be determined by agreement. Until a new list of statutory holidays comes into force in accordance with the provisions of this article, the Employer shall continue to comply with the list that applied on the date the current collective agreement came into force.

20.02 An employee may accumulate a maximum of five (5) (compensatory) statutory holidays and must come to an agreement with the Employer on when they will be used.

Unless the employee advises otherwise, holidays thus accumulated that cannot be taken at the scheduled time because the employee is on sick leave or industrial accident leave shall be postponed to a later date determined by agreement with the Employer, who may not refuse the date on which they are used without a valid reason.

20.03 The Employer shall distribute statutory holidays fairly among employees in the same service.

Each employee shall be guaranteed two (2) full consecutive days off at either Christmas or New Year's. The Employer shall take seniority into account in awarding these days off.

The Employer shall strive to combine statutory holidays with weekends.

20.04 After so requesting in writing and with the consent of the immediate supervisor, who may not refuse without a valid reason, and after the schedule of work and holidays is posted, two (2) employees in the same job title and the same service shall be free to exchange the dates on which they actually take a given statutory holiday appearing on the schedule.

Provisions on overtime shall not apply if the employee only works a regular day of work.

Legend L= Local - N= National

Local provisions of the MUHC-SECUSM-CSN collective agreement

ARTICLE

20.1

Article 21 (L,N)

ANNUAL LEAVE (VACATION)

21.01 The reference period for annual vacations runs from May 1 of one year to April 30 of the following year.

21.02 The period between May 15 and September 30 of each year shall be considered as the normal period for taking one's vacation.

The Employer may not require an employee to take her/his vacation outside the normal annual vacation period.

21.03 Before March 1 and September 1, the Employer shall post a list of employees with their seniority and the amount of annual vacation to which they are entitled, as well as a sign-up sheet.

Employees shall have until March 15 to enter their vacation preference for summer vacations, and before September 15 for winter vacations.

For the winter vacation period (October 1 to April 30), an employee shall enter all the weeks of vacation credited to her/him, failing which the Employer reserves the right to choose the employee's vacation dates.

In all cases, the Employer shall set the dates of annual vacation, taking into account the preferences expressed by employees and their seniority, but applying these preferences by job title and by service.

The Employer recognizes that he has an obligation to give employees annual vacations so that the latter may benefit from annual periods of rest and regeneration.

Taking into account the number of employees present, the Employer shall establish the highest possible vacation quotas, so that as many employees as possible are authorized to take their vacation.

Seniority shall prevail for each vacation period within the two vacation periods of May 15 to September 30, and October 1 to April 30.

21.04 An employee may take her/his vacation as one continuous period or, if she/he wishes, divide it into periods of at least one (1) week each.

An employee may take up to five (5) days of annual leave separately. These days shall not appear on the vacation schedule and shall be taken outside the normal period of annual leave, after agreement with the Employer on the dates. The employee's seniority may not be pitted against that of an employee whose has chosen continuous vacation time during the same period.

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Local provisions of the MUHC-SECUSM-CSN collective agreement

ARTICLE

21.1

An employee who is entitled to more than twenty (20) working days of vacation may also take the additional days separately, outside the normal vacation period, in accordance with the provisions set out in clause 21.03 of the local provisions.

Two (2) employees with the same job title, working in the same service and entitled to the same number of days of vacation, are free to exchange their annual leave with each other, with the consent of their immediate supervisor, who may not refuse without a valid reason.

21.05 When spouses work in the same institution, and after so requesting at the time of signing up for vacation choices, they may take their vacation at the same time; however, their vacation period shall be that of the spouse with less seniority, providing that this does not affect the choice of other employees with more seniority.

21.06 The Employer shall post the vacation schedule in the usual places by April 1 and October 1 at the latest.

21.07 An employee who is unable to take her/his annual vacation during the scheduled period because of sickness, injury, industrial accident or protective leave or reassignment of a pregnant or breastfeeding employee occurring before the start of her/his vacation period may postpone her/his vacation period to a later date, providing that the employee is available for the Employer to exercise his verification rights as set out in Article 23 of the National Provisions.

In the latter case, the employee must prove as soon as possible that it was impossible for her/him to do so as a result of a physical incapacity.

The Employer shall decide the new vacation date when the employee returns to work, taking into account the preference expressed by the latter.

The postponed vacation must, however, be taken during the current period of annual vacation. If that is impossible, the employee may ask that it be postponed to the following year (May 1 – April 30).

Article 22 (L)

UNIFORMS

Within sixty (60) days of when the local provisions come into force, the Union shall send the Employer a list of uniforms it deems necessary. Within the next thirty (30) days, the Employer shall give the Union the list of required uniforms, after consultations with the latter.

Style and cut of the uniforms shall be decided by local arrangements.

The Employer shall choose the fabric, after consultation with the Union.

Full or partial uniforms required under clause 25.01 shall be supplied and cared for at the Employer's expense.

Article 23 (L)

LOCKER ROOM AND DRESSING ROOM

The Employer shall provide employees with lockable lockers in which they can leave their clothing.

The Employer shall also provide employees with a suitable dressing room.

For employees who have an office and employees working off-site, the Employer shall offer an alternate solution such as a closet, secure area, lockable drawer, etc. In such a case, the requirement that the Employer provide a locker shall be waived.

Article 24 (L)

TERMS AND CONDITIONS FOR THE PAYMENT OF WAGES

24.01 Annual vacation pay

- a) At the employee's request, remuneration for the annual leave shall be paid to the employee with her/his last pay before she/he goes on vacation.
- b) Normal source deductions shall be made from the vacation pay.

24.02 Pay cheque

On the pay cheque stub, the Employer shall record in particular:

- name of the Employer;
- employee's first and last names;
- job title;
- date of the pay period and the date of payment;
- number of hours paid at the regular rate;
- overtime hours worked during this period;
- nature and amount of premiums, if applicable;
- benefits, allowances or supplements paid, if applicable;
- rate of pay;
- gross pay;
- nature and amount of deductions made;
- net pay;
- adjustment of remuneration for the National Holiday, if applicable.

The cheque stub shall also include the following information:

- date of hiring;
- cost centre;
- employee number;
- echelon;
- number of days of sick leave accumulated;
- accumulated seniority;
- accumulated vacation time;
- accumulated time owing.

This latter list of information may be renegotiated by the parties if changes are made to the payroll system.

24.03 The Employer shall give or send the employee her/his pay cheque, including benefits, on the pay day following the employee's departure or effective date of resignation, along with a Record of Employment slip. The Record of Employment may be given to the employee on the day of her/his departure, but only in the case of

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Local provisions of the MUHC-SECUSM-CSN collective agreement

ARTICLE

24.1

exceptional circumstances and if a request to this effect was made at least one (1) week in advance.

24.04 Pay shall be distributed by cheque and/or by bank deposit in accordance with the system already established in the institution. The system may not be modified without an agreement with the Union.

24.05 In the event of an error in pay of fifty dollars (\$50.00) or more for which the Employer is responsible, the latter agrees to correct the error within four (4) calendar days of the distribution of cheques (or three (3) working days if a statutory holiday occurs during the four (4)-day period) by remitting the money due to the employee. In other cases, the error shall be corrected with the next pay.

No deduction may be made from an employee's pay for damage to or loss of any object whatsoever, unless the employee's negligence has been proven.

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

a deduction of a maximum of \$80.00 per pay period for a full-time employee, or \$40.00 per pay period for a part-time employee.

An employee may request that a representative of the Union be present to assist her/him.

It is agreed that the Employer may only recover overpayments made during the twelve (12) months preceding the discovery of the error.

Article 25 (L)
CREDIT UNION

At an employee's request, the Employer shall make deductions at the source for the credit union.

The amounts thus deducted shall be forwarded within the week following their deduction.

Article 26 (L)

PROFESSIONAL PRACTICE AND LIABILITY

26.01 Any professional or technical document prepared by an employee in the course of her/his duties must be signed by her/him, and any other signature on such a document shall specify the function of the counter-signer, unless there is an agreement to the contrary between the parties. However, use of the content of such a document shall remain the Employer's responsibility.

26.02 If the Employer deems it appropriate to publish a professional or technical document in full or in part, in any form whatsoever, he shall be required to mention the name of the author (or authors), their professional qualifications and the service in which they exercise their profession.

26.03 An employee shall not be required to sign a professional or technical document that she/he cannot approve or to modify such a document that she/he has signed and believes to be accurate. Should the document in question be modified without her/his authorization, the employee may withdraw her/his signature.

No disciplinary measure may be imposed on an employee who refuses to sign a professional or technical document that she/he cannot approve.

26.04 The parties recognize that their professional work is based on the principles set out in the current code of ethics of the Order that governs an employee's profession in the Province of Québec, when applicable, subject to the provisions of this agreement.

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Local provisions of the MUHC-SECUSM-CSN collective agreement

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26.1

Article 27 (L,N)

TRAVEL ALLOWANCES

27.01 An employee shall be deemed to be at work during travel time. In such a case, she/he shall be entitled to travel allowances reimbursed in accordance with the following terms and conditions and Article 27 of the National Provisions.

An employee shall not be eligible for a travel allowance when going to one of the Employer's sites. In such situations, the Employer shall determine the appropriate means of transportation.

27.02 Calculation of travel

Allowances to be paid shall be calculated using the home base to which an employee is assigned as the starting point; an employee may not have more than one home base.

The home base shall be determined by the Employer according to the following criteria:

- 1- the place where an employee usually performs her/his duties;
- 2- the place where an employee regularly receives her/his instructions;
- 3- the place where an employee reports on her/his activities.

27.03 Automobile expenses

The kilometres reimbursed shall be based on the necessary distance actually travelled by an employee in the performance of her/his duties.

The Employer shall decide whether the employee must report in to her/his home base.

When an employee begins or ends her/his day of work at a workplace other than her/his home base, she/he shall only be compensated for the time and kilometrage exceeding what would normally be required to travel between her/his home base and home.

When the use of a personal vehicle is no longer required, the Employer shall give the employee thirty (30) days' advance notice in writing.

27.04 When the Employer does not required an employee to use her/his personal vehicle in the performance of her/his duties, he shall decide on the means of transportation and reimburse the employee for expenses incurred, in accordance with Article 27 of the National Provisions.

27.05 Meals

Meal allowances shall only be paid if the employee cannot reach her/his home, home base or any of the institution's points of service in a reasonable length of time.

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Local provisions of the MUHC-SECUSM-CSN collective agreement

ARTICLE

27.1

27.06 Expenses paid under clauses 27.03 and 27.04 of the National Provisions and toll charges and parking fees shall be reimbursed upon presentation of receipts or supporting documents.

Article 28 (L)

DURATION OF THE LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

- 28.01** These local provisions of the collective agreement shall come into force and apply as of September 30, 2007.
- 28.02** These local provisions of the collective agreement, along with the appendices and letters of agreement that are an integral part thereof, shall remain in force as long as the parties do not agree otherwise, in accordance with the provisions of Bill 37 (*the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors*).
- 28.03** If these provisions are reopened in full or in part by either of the parties or with the consent of both parties to renegotiate the matters identified as being subject to local bargaining as well as the other working conditions covered by these local provisions of the collective agreement, the other party must be given four (4) months' advance notice. The parties agree that the mediation and arbitration process set out in Bill 37 shall apply, *mutatis mutandis*, one hundred and twenty (120) days after the effective start of negotiations. The parties may, however, extend the bargaining period by mutual consent.

NATIONAL PROVISIONS (Article 36)

- 28.04** All references to the National Provisions in these local provisions shall be understood as a reference to the Fédération de la santé et des services sociaux-CSN (FSSS-CSN) 2006-2010 National Provisions and appendices and letters of agreement.
- 28.05** If the 2006-2010 National Provisions of the FSSS-CSN Collective Labour Agreement should be amended while they are in force, the parties agree to meet within sixty (60) days of when the new provisions come into force to discuss modifications or adjustments, as the case may be, to these local provisions.
- 28.06** Similarly, the parties agree to meet within sixty (60) days of when new national provisions come into force to discuss modifications or adjustments, as the case may be, to these local provisions when the 2006-2010 National Provisions of the FSSS-CSN Collective Labour Agreement expire and are replaced by new provisions.

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Local provisions of the MUHC-SECUSM-CSN collective agreement

ARTICLE

28.1

In witness whereof, the parties have signed on June 29, 2007.

THE MCGILL UNIVERSITY HEALTH
CENTRE EMPLOYEES UNION

THE MCGILL UNIVERSITY HEALTH
CENTRE

OLGA GIANCRISTOFARO

STELLA LOPRESTE

CHANTAL LAURIN

VINCENZO ALTOMONTE

DANIEL O'SHEA

PIERRE BRUNET

ANDREA TAIT

LANA DANIELIS

EDUARDA TEIXEIRA

LYNN LABEL

PAUL THOMAS

TERRENCE MEEHAN

ROCCO MONTESANO

LISE POULIOT

YVES PROULX

SERGE SÉVIGNY

KIKI THEOFILIS

Legend L= Local - N= National

Local provisions of the MUHC-SECUSM-CSN collective agreement

ARTICLE

28.2

APPENDIX A (L,N)

SPECIAL PROVISIONS FOR EMPLOYEES OF PSYCHIATRIC HOSPITALS

ARTICLE 1

REST AND MEALS

When an employee takes her/his rest and meal periods, she/he shall not be required to take them in the presence of beneficiaries.

ARTICLE 2

LEAVE OF ABSENCE WITHOUT PAY

An employee who opens a rehabilitation home or a home affiliated with a psychiatric institution shall be entitled to one (1) year of leave of absence without pay after written agreement with her/his Employer.

This leave may be renewed for one (1) additional year on the conditions set out in the previous paragraph.

ARTICLE 3

FLOATING DAYS OFF

The floating days off provided by Appendix A of the National Provisions shall be taken outside the regular annual vacation period and outside the period from December 15 to January 15, unless there is an agreement to the contrary with the Employer.

Each of these days off shall be taken on a day agreed upon by the employee and the Employer, taking into account the provisions of the previous paragraph.

The Employer shall endeavour to allow each employee to take these five (5) floating days off on the dates that suit her/him best, taking into account the needs of the service; and the latter shall, for her/his part, give as much advance notice as possible of the dates when she/he wishes to take each day off.

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Local provisions of the MUHC-SECUSM-CSN collective agreement

APPENDIX A

1.1

APPENDIX C (L,N)

SPECIAL PROVISIONS FOR TECHNICIANS

ARTICLE 1

SCOPE

The provisions of this agreement shall apply, to the extent that they are not otherwise modified by this appendix, to graduate technicians in the following job titles:

2362 Orthosis-prosthesis technician

2369 Electronics technician

3224 Class "B" technician

ARTICLE 2

OVERTIME

A room or suitable facility shall be put at the disposal of a technician who must remain at the institution on stand-by duty. The terms of this provision are subject to local arrangements.

ARTICLE 3

ORIENTATION

Clause 6.15 of the local provisions is amended to introduce the following principles.

When an orientation program is offered to employees on the recall list, the Employer shall proceed by seniority, taking into account the following principles:

- the Employer's needs;
- the interest expressed by employees;
- the normal requirements of the job apart from orientation;
- availability;
- the versatility and stability of the workforce within the institution.

APPENDIX G (L,N)
APPENDIX FOR PROFESSIONALS

ARTICLE 1

SCOPE

This appendix shall apply to professional employees.

ARTICLE 2

HOURS OF WORK AND WORK WEEK

An employee shall be entitled to one (1) hour off for a meal. This period shall not be included in the hours of work.

All employees shall be entitled to two (2) full and consecutive days of rest per week.

ARTICLE 3

PROBATION PERIOD

The probation period for an employee who left her/his profession more than five (5) years ago is six (6) months.

LETTER OF AGREEMENT NO. 1

CONVERSION OF HOURS

With a view to stabilizing human resources, making work assignments more regular and maximizing the number of positions where the needs so warrant, the Labour Relations Committee shall have eight (8) months from the date on which the local provisions come into force to identify the services or groups of services to be covered by a conversion of hours process in accordance with the order and timetable established by the committee.

1. To this end, the Labour Relations Committee shall consider the hours worked in the bargaining unit by employees on the recall list, those worked by the replacement team excluding those worked as surplus personnel, those worked by personnel from recruitment agencies as well as overtime hours worked to replace a full shift of work.
- 2- As the annualized basis for calculation, the parties shall use the budget period from the twelve (12) months preceding the date when the local provisions come into force during which the hours worked mentioned in Article 1 were the fewest.

The Employer shall provide the Union with the information needed to determine the period mentioned in the first paragraph. For each budget period, this information shall include:

- the total number of regular hours of work worked by employees on the recall list;
- the total number of regular hours of work worked by the replacement team;
- the total number of overtime hours worked;
- the total number of hours worked by recruitment agencies.

For the reference period chosen, the information shall include:

- the regular hours of work worked by employees on the recall list, by service and by job title;
 - the regular hours of work worked by the replacement team, by service and by job title;
 - the overtime hours worked, by service and by job title;
 - the hours of work provided by recruitment agencies, by service and by job title;
 - the work schedules.
- 3- The parties shall analyse the number of hours thus obtained with a view to reducing them, taking into account:
 - a) the number of replacement hours that can be attributed to vacant positions and the number of hours in positions that have been created as a result of a transformation

- of replacement hours into positions since the end of the reference budget period. The positions must have been posted before the end of the conversion process;
- b) the number of hours worked as part of replacement assignments for positions that have been abolished since the end of the reference budget;
 - c) the number of hours that will be covered by a transformation for which notice has been given under clause 14.09 of the National Provisions or for which there is a transformation or reorganization process provided for in Letter of Agreement No. 14 of the National Provisions;
 - d) the need to ensure that the creation of positions will not lead to an increase in the number of hours worked;
 - e) the frequency of simultaneous absences per shift or part of a shift of work as well as per day of the week;
 - f) the regularity of the number of hours of temporary overloads of work and work of limited duration.

Positions created as a result of a development budget being granted with a view to increasing the volume of activities in a service may not result in a reduction of the number of hours to be converted.

Each time that the Employer takes into account one of the elements mentioned in the preceding paragraphs, he shall provide the Union with the relevant information.

- 4- Based on the volume of hours by job title resulting from the analysis done and after discussions with the Union, the Employer shall proceed to convert hours in the following order:
 - a) first by the creation of positions in the service;
 - b) subject to the provisions of clause 14.08 of the National Provisions, the positions that become vacant following the posting of these positions shall be analysed with a view to creating new positions in the service;
 - c) then by the creation of a float-team or merged positions.

The provisions of the collective agreement shall apply for the hours that are not converted.

- 5- The positions created under this agreement shall be posted and filled in accordance with the provisions of Article 7 of the local provisions – “Voluntary Transfers.”
- 6- The local parties may agree on any other procedure aimed at broadening the scope of this Letter of Agreement or any other matter related to the application of this Letter of Agreement.
- 7- Three (3) years after carrying out the process of converting hours into positions in each service or group of services covered by the process, the parties shall repeat the process.

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Local provisions of the MUHC-SECUSM-CSN collective agreement

LETTER OF AGREEMENT NO. 1

1.2

- 8- The Employer shall give leave to employees to participate in this work in accordance with the provisions of clause 7.13 of the National Provisions.

LETTER OF AGREEMENT NO. 2

FRANCIZATION, USE OF THE APPROPRIATE FRENCH EXPRESSIONS

In drafting the provisions of the collective agreement negotiated and accepted at the local level, various Anglicisms and erroneous usage have been replaced by the appropriate French expressions. For example, the word “affectation” is now used instead of “assignation,” “horaire de travail” instead of “cédule,” “periode probatoire” instead of “période de probation,” “jour civil” instead of “jour de calendrier,” etc.¹

The words used to replace Anglicisms or erroneous usage, have the same meaning and scope as the words they replace.

These changes do not alter the scope of the provisions negotiated and accepted at the local level.

¹ Translator’s note: This Letter of Agreement refers, of course, to the French-language version of the collective agreement and does not change the English translation of the terms.

LETTER OF AGREEMENT NO. 3

TRANSITION PERIOD FOR THE ACQUISITION AND IMPLEMENTATION OF SCHEDULE MANAGEMENT SOFTWARE (IN CONNECTION WITH ARTICLE 6 OF THE LOCAL PROVISIONS)

For the implementation of the last paragraph of clause 6.12 of the local provisions:

The parties agree that there will be a transition period to allow the Employer to acquire and implement schedule management software that will enable him to transmit all the information stipulated in the first paragraph of clause 6.12 of the local provisions.

During this period, the Employer shall make the information mentioned in the first paragraph of clause 6.12 of the local provisions accessible by the means available during the transition period.

The Employer undertakes to provide the Union with information on the progress of the plan for acquiring and implementing such software at Labour Relations Committee meetings.

LETTER OF AGREEMENT NO. 4
TRANSITION PERIOD FOR THE JOB REGISTER
(IN CONNECTION WITH ARTICLE 7 OF THE LOCAL PROVISIONS)

The parties agree that the implementation of the new form for the job register, in accordance with clause 7.07 of the local provisions, shall be effective as of January 1, 2008.

The job register in force on the date these provisions are signed shall be maintained until December 31, 2007.

The Employer shall take all necessary steps to inform employees of these provisions.

LETTER OF AGREEMENT NO. 5

WORKING CONDITIONS AND TERMS AND CONDITIONS APPLICABLE TO POSITIONS FOR WHICH THERE IS A COMPRESSED WORK SCHEDULE

Within sixty (60) days of the date on which these local provisions come into force, the parties undertake to begin negotiations on working conditions and terms and conditions applying to positions for which there is a compressed schedule, on the date on which the local provisions come into force. Working conditions and terms and conditions shall be introduced at a later date in the form of an appendix to the local provisions and shall constitute an integral part of the collective agreement.

The parties agree that during the above-mentioned period and until discussions are concluded, the status quo shall continue to apply to employees who have such schedules, on the date on which these local provisions come into force.

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Local provisions of the MUHC-SECUSM-CSN collective agreement

LETTER OF AGREEMENT NO. 5

1.1

LETTER OF AGREEMENT NO. 6

SPECIAL PROVISIONS FOR EMPLOYEES WORKING IN THE MUHC HEATING PLANT

Within sixty (60) days of when these local provisions are signed, the parties will begin discussions on specific working conditions for employees working in the MUHC heating plant.

LETTER OF AGREEMENT NO. 7

LISTS

The Employer must give the Union the following lists:

- 1- list of newly hired employees at the end of each period;
- 2- list of employees who have left the job at the end of each period;
- 3- list of dues-paying employees at the end of each period;
- 4- list of part-time employees at the end of each period;
- 5- list of cost centres, including the name of the service, the number and name of the head of the service; this list is sent whenever it is modified;
- 6- list of the job structure (Letter of Agreement No. 14 of the National Provisions);
- 7- seniority list, include phone numbers, twice annually, in April and September;
- 8- list of uniforms.

N.B : This list is not exhaustive, and other lists stipulated in the collective agreement shall also be given to the Union.

LETTER OF AGREEMENT NO. 8
MERGER OF SENIORITY

Given Bill 30, the *Act respecting bargaining units in the social affairs sector and amending the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors*;

And given the date on which the local provisions of the collective agreement come into force;

And given the discussions between the parties since February 27, 2007:

It is agreed that seniority lists shall be merged and posted no later than September 30, 2007, for each of the bargaining units for which the Union is certified.

It is agreed that specific cases identified by the parties as cases in which seniority cannot be merged by September 30, 2007, shall be reviewed to integrate them into the seniority list within one hundred and twenty (120) days of when the local provisions are signed.

If employees affected by the preceding paragraph have to exercise seniority rights under the collective agreement after September 30, 2007, with respect to vacation choices (Article 21), voluntary transfers (Article 7) or bumping and/or layoffs (Article 14) under the local provisions or the layoff procedure (Article 14) or job security (Article 15) under the National Provisions, the review of their seniority shall be given priority and the exercising of seniority rights suspended during this period.

LETTER OF AGREEMENT NO. 9
SAFETY BOOTS OR SHOES

As mandated by clause 30.01 of the National Provisions, the joint Occupational Health and Safety Committee shall make recommendations on supplying safety boots or shoes as individual protective equipment, for approval by the Employer within a period of time agreed upon by the parties.