

ARTICLE 101 POSITIONS

101.01 Positions

The word “Position” designates a work assignment identified by the duties of a job title provided in the national dispositions or in the agreements appended to the national dispositions, which deal with job titles, within a service, an activity center or a port of registry in which the assignment is done.

101.02 Merge position

A 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 shall not be obliged to accept more than one position. The employer may create merged positions, however, providing that the positions are compatible and of the same nature, and that under regular circumstances one employee can carry out the duties involved in 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 limit provided in the preceding clause, the employer shall post the merged position in accordance with the provisions in Article 107 (Voluntary transfers).

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

No person may be chosen to fill the position until a decision of the arbitrator has been rendered. During this period, the employer may use replacement procedures provided for a position temporarily without an incumbent.

101.03 Float team

The employer shall establish float teams to fill in the event of absences provided for in clause 104.01, to deal with temporary extra workloads, to perform work of limited duration (less than six (6) months, unless there is an agreement otherwise between the parties) or for any other purpose agreed to locally by the parties. Also, in every case, the employer may call upon employees on the recall list.

The position of a float team employee may involve more than one (1) job title; it shall be posted and filled in accordance with the rules provided for in Article 107 (Voluntary transfers).

101.04 Full time position

Position that's the working hours are reckoned in each title of position.

101.05 According to its capacity, the employer will favor the creation of full-time positions.

ARTICLE 102
NOTION OF SERVICES AND ACTIVITY CENTRES

- 102.01** The word «Service» designates a set of specific activities hierarchically organized and constituting a distinct entity within the establishment's organisational structure. A service can either be a point of services, care unit, life or rehabilitation unit, etc.
- 102.02** The employer will provide the list of the different services (administrative units) within sixty (60) calendar days of the local dispositions coming into force.
- 102.03** Any modification to the list of services will be subject to a notice to the union.

ARTICLE 103
DURATION AND APPLICATION OF THE PROBATION PERIOD

103.01 A) Duration

The probation period's duration is of sixty (60) working days.

If the employer rehires an employee who had not finish a prior probation period due to a lack of work, the employee may acquire her/his seniority by simply completing the working days of work, that were lacking in her/his prior probation period, providing that not more than one (1) year has elapsed since her/his departure.

B) Modalities

The terms of the probation period which are normally accepted and relevant to each job title shall be explained to her/him upon hiring.

The probation period begin after the orientation period.

During the probation period, the employer will proceed, if possible, to two (2) evaluations, one at the mid-period and the second before the end of the said probation period.

If a compulsory training period took place during the probation period, this training is included in the calculation of the probation period.

ARTICLE 104
POSITIONS TEMPORARILY WITHOUT AN INCUMBENT

104.01 Definition

A position is temporarily without an incumbent when the incumbent is absent for one of the following reasons:

- ✓ Annual vacation
- ✓ Statutory holiday
- ✓ Parental leave
- ✓ Illness or accident
- ✓ Union activity
- ✓ Study leave with or without pay
- ✓ Social leave
- ✓ Leave without pay
- ✓ Leave with deferred pay
- ✓ Floating days off
- ✓ Posting period provided in Article 107 (voluntary transfers)
- ✓ Period during which the institution is awaiting an employee from the SRMO
- ✓ Absence of an employee doing replacement work in a position outside the bargaining unit.

104.02 Circumstances to fill a replacement:

The employer shall fill positions that are temporarily without their incumbent, taking into account the needs of the service.

A position temporarily without its incumbent shall not be posted.

In the event that the employer decides not to fill a position that is temporarily without an incumbent, or to fill it only partly or in an interrupted manner, he shall, at the union's request, give the reasons for his decision in writing.

**ARTICLE 105
DISPLACEMENT**

105.01 Displacement

Designates the transfer of an employee, as required by the employer.

105.02 In no event shall an employee be obliged to accept a displacement unless it is in the following specific circumstances, providing the positions are compatible and of the same nature;

- 1 In a case of absolute necessity or due to an act of God; in such an event, the 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 shall not displace an employee if other measures can be appropriate. On an exceptional basis, the displacement could exceed one (1) working shift considering the evaluation of the situation. The employer also agrees that the same person shall not be displaced repeatedly;
- 3 In a case of an employee who will be laid off after been given notice thereof;
- 4 In the event of the complete or partial shutdown of a service during the vacation period, or due to renovation, construction or decontamination work requiring the evacuation of beneficiaries: such a shutdown may not exceed four (4) months.

When such temporary displacements occur, the employer shall post a list of available assignments for a period of seven (7) days (except in the case of decontamination) and employees shall register their preference. Such assignments shall be granted by order of seniority. In the event that some employees indicate no choice, the employer shall proceed with the displacement of employees, beginning with those with the least seniority or in any other manner to which the parties agree. Such displacements are carried out taking into account the normal requirements of the job.

- 5 In any other situation covered by local agreement between the parties, 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 in the cases where the parties conclude that there is a fluctuation in operations which warrants this displacement of one or more employees.

ARTICLE 106
RULES APPLYING FOR EMPLOYEES DURING
TEMPORARILY REPLACEMENTS

106.01 Recall list

The recall list shall be used to fill positions temporarily without their incumbents, to deal with temporarily extra workloads, to carry out work of limited duration (less than six (6) months, unless the parties agree otherwise), or for any other purpose agreed upon by the parties.

106.02 Setting-up

The recall list shall include employees who have been laid off, other than those covered by clause 15.03 of the national dispositions, as well part-time employees who have indicated their availability in writing.

Employer shall hire a sufficient number of employees to cover the replacement needs.

106.03 Availability upon hiring

Upon hiring, a new employee shall indicate her/his availability for a period of three (3) months, adapted to the needs of the employer.

106.04 Modification to the availability

Subject to provisions of clause 106.05, the availability indicated by an employee registered on the recall list may only be altered once every three (3) months. In such a case, the employee must notify her/his employer in writing at least fourteen (14) calendar days before the change.

An employee registered on the recall list shall indicate to the employer, in writing, the availability she/he can offer within thirty (30) days of receiving a written notice from the employer to this effect.

106.05 Minimum availability

However, during the months of June, July and August as well as the period from December 15 to January 15, an employee registered on the recall list must indicate that she/he is available a minimum of two (2) days a week, including one (1) weekend every two (2) weeks when the employer so requires. For the employees registered on the recall list based in South, the minimum availability is one (1) continuous month during the annual leave period and one (1) continuous month to one or the other statutory holidays (Christmas or New Year).

In the case of an employee holding a part-time position and who is registered on the recall list, the minimum availability required in the previous paragraph shall be reduced by numbers of days included in the position she/he holds.

An employee registered on more than one recall list in the same institution or in another institution shall only be required to offer the minimum availability indicated in the first paragraph of this clause for the recall list on which she/he has the most seniority. However, the employee shall not be required to honor this minimum availability when she/he accepts 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.

106.06 Non availability

Subject to provisions of the second (2nd) and third (3rd) paragraph of clause 106.05, an employee registered on the recall list may not declare herself/himself unavailable for the periods referred to in clause 106.05 except on the grounds for absence provided in the national dispositions.

During other periods, an employee who is not available must notify the employer in writing. To be reinstated on the recall list, an employee must indicate her/his availability again in writing.

106.07 Neglected availability

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 shall be final.

106.08 Rules for recall

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 days (30) or more days begins while the employee on the recall list is absent for 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 then (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 satisfies to the normal requirements of that job. It is understood that such an assignment shall not lead to more than one transfer in the service involved.

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 has already been assigned to a position temporarily without an incumbent, the employee is deemed available for such an assignment if there are less than thirty (30) days left on her/his current assignment.

106.09 Assignment rules

The employer shall call upon employees registered on the recall list, according 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 satisfy 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 assignment to a job title for which the float team exists, an employee holding a part-time position 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 satisfies 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, in accordance with the same terms and conditions;
 - c) If the assignment cannot be entirely filled by employees holding part-time position 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 paragraph 1, 2, 5 and 6 of this clause and the terms and conditions of the first paragraph provided in clause 106.08;
 - 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;
- 4) When an assignment is expected to last five (5) days or more, or ten (10) days or more in the case of 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 106.08;
- 5) An employee shall be recalled by telephone or by the local community radio, and the employee shall be obliged to report for work

immediately, providing the circumstances of the recall match her/his previous indicated availability;

- 6) If an employee refuses, the next employee shall be recalled, and so on and so forth;

The employees assigned on replacement of a position temporarily without an incumbent are, full-time employees or part-time employees as determinate in clauses 1.02 and 1.03 of the national dispositions and shall not be considered as occasional or temporary employees.

106.10 The parties may agree that for the purpose of replacing employees during annual vacation leave beginning during the period from May 15 to October 15, employees may be assigned in accordance with the procedures provided in this article to fill more than one position temporarily without an incumbent within this 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. These assignments shall be made known within thirty (30) days of when the schedule of annual vacations is posted.

106.11 Assignment advice:

An employee on the recall list who is working on an assignment of twenty (20) days or less for one of the reasons listed in clause 106.01 shall be informed verbally by the employer of the following:

- a) Identification of the number of the position;
- b) The name of the incumbent, if applicable;
- c) The probable duration of the assignment
- d) The starting date of the assignment
- e) The salary

In the case of assignment of less than five (5) days, the above information shall only be provided to the employee upon request. For the assignment for more than twenty (20) working days, the above information shall be confirmed in writing to the employee.

Furthermore, in all cases, the employer shall answer the union's information requests.

106.12 Right to leave an assignment:

An employee may leave her/his assignment when it is modified as a result of the application of the provisions of clauses 22.27 or 22.29 of the national dispositions, or when a rehabilitation period provides in clause 23.17 begins or when there is a gradual return to a temporarily assignment under clause 23.33. In such cases, the provisions of local provisions in clause 106.13 shall not apply and the employee shall be registered on the recall list.

106.13 Bumping:

An employee who holds a position or more than one position successively and consecutively for one of the reasons provided in clause 1.31 for a period of more than six months, shall receive two (2) weeks of notice of the end of assignment and 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 registered on the recall list.

106.14 Orientation:

Within sixty (60) days of the date on which the national dispositions comes into in force and subsequently as needed, the employer shall inform employees and the union of the job titles and, if applicable, the position covered by an orientation, as well as the duration of the orientation. The employer will attempt to establish an orientation program for the concerns titles of position.

Where the employer requires five (5) or fewer days of orientation for employees, he shall strive to orient enough employees to meet replacement needs.

When an orientation program of five (5) days or less is offered to employees registered on the recall list, the employer shall proceed by order of seniority among 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 part-time 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 orient 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 collective agreement, an 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.

The local parties shall do a joint assessment of the procedures provided above for five (5) days or less of orientation eighteen (18) months after this collective agreement comes into force, and then each year 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 107
VOLUNTARY TRANSFERS

107.01 Any vacant or newly created position covered by the certification shall be posted, subject to the application of clause 15.05 of the national dispositions. When a new position is created, the employer gives a written advice to the union. If the employer decides to abolish a vacant position, he shall give the union prior notice

107.02 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 in clauses 14.01 to 14.07 of the national dispositions, 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 dispositions. 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 first (1st) paragraph of this clause.

107.03 Positions shall be posted in the usual places for a period of fifteen (15) days. The employer shall give the union a copy of the posting. The parties may agree in local arrangements to modify the time limits provided in this clause.

107.04 The only information to appear on the job postings shall be:

- 1) The job title and job description appearing in the national dispositions;
- 2) The salary scale;
- 3) The service;
- 4) The point of service;
- 5) The posting period;
- 6) The status of position (full or part-time)
- 7) In the case of a part-time position, the minimum number of hours of work per four (4) week period;
- 8) The notification of local position;
- 9) The information on hiring reserved for beneficiaries of Bay James and North Quebec Agreement;

The posting may also contain, for information purpose only:

- 1 Any other information likely to inform employees as to the usual place or area of work;
- 2 The shift of work;
- 3 Necessary interview or tests prior to the granting of the position.

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 provision of article 101 of the local dispositions.

- 107.05** A full-time employee who wishes to become a part-time employee may do so by applying according to the rules set out in this article. An employee who obtains such a position shall not be obliged to resign.
- 107.06** A vacant newly created position may remain vacant during the period for which it is temporarily without an incumbent. At the union's request, the employer shall give his/her reasons for not filling the position in writing.
- 107.07** Before applying for a position, an employee may receive information on applications at the personnel office.
- 107.08** As soon as an employee applies for a position, a copy of her-his application shall be forwarded to the union by the employer.
- 107.09** A job register is open for few titles of positions as projected for a duration of twelve (12) months. After that delay, the parties will meet to evaluate if it is maintained or to make correctives for its functioning. The operating terms for such register are the following:
- 1) Within thirty (30) days of the signature of the local dispositions, the employer advised in writing the employees of the concerned title of positions, of the creation of a register of positions, the name of the responsible person and the location where she/he can register;
 - 2) The titles of positions concerned by the project are: Human Relations Officer, Archivist, Technical Assistant in Dentistry, Technical Assistant in Pharmacy, Cook, Radiology Technician and Medical Technologist;
 - 3) The employees who wish to add her/his candidacy on a position who could be vacant in the future or newly created may apply by completing the inscription form and sending it to the Human Resources Service; copy of this form filled and signed by the employee shall be given to the union; (Appendix 1)
 - 4) The inscription to the register of positions is considered as a candidacy on a posted position and shall be the only way to apply on a posted position, for the titles of positions mentioned at point 2;

- 5) In the case of a merged position, it is determinate that if one of the components of the position is included on the registration form for the register of positions filled by the employee, her/his candidacy will be considered only if the employee satisfies the normal requirement associated to the merged position.

107.10 The position shall be awarded to and filled by the employee with the most seniority among the employees who apply, providing that she/he can meet the normal requirements of the job. The requirements shall be relevant and related to the nature of the duties involved.

107.11 The employer shall post all appointments within ten (10) days following the posting period or the use of the register, for a period of fifteen (15) days. The employer shall transmit a copy of the appointment to the union. The employee shall start her/his new functions in a reasonable delay following her/his nomination (60 days). However, the employee who is in a disability period shall start her/his new functions at her/his return at work.

107.12 The applicant to whom the position is awarded under clause 107.10 shall be entitled to an initiation and trial period of no more than twenty (20) working days.

During this period, an employee who decides to return to her/his former position, or who is asked to do so at the employer's request, shall do so without prejudice to her/his vested rights in her/his former position.

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

107.13 A vacancy resulting from a promotion, transfer or demotion following the first posting shall also be posted and the position shall be awarded in accordance with the provisions of this article and the provisions of clause 15.05 of the national dispositions. Other vacancies resulting from promotions, transfer or demotions ensuing from the first two (2) postings shall be posted at the employer's discretion.

If they are not posted, the positions shall be awarded in accordance with the criteria established in this article to the employees who are deemed to have applied on the basis of clauses 107.08 and 107.09 and 15.05 of the national dispositions.

ARTICLE 108 LAYOFF PROCEDURE

108.01 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 by virtue of clauses 14.01 to 14.08 of the national dispositions, or when an employee bumps by virtue of clause 108.02, the employee with least seniority in the service, job title and status affected shall be bumped; in the event of bumping by virtue of clause 108.02, the employee shall, furthermore, meet the normal requirements of the job.

2nd step:

An employee affected by the application of the 1st step or 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 from among employees who hold positions for which the employee meets the normal requirements.

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

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 from among the employees who hold positions, providing that she/he meets the normal requirements of the job.

Notwithstanding, an employee whose job title is included in one of the following sectors of work shall not be obliged to bump an employee whose job title is included in a different sector of work.

- Graduate technicians;
- Employees assigned to social work (social assistant, social technician);
- Personnel assigned to education and/or rehabilitation (specialized educators and technicians in institutional rehabilitation);
- Nursing assistants and health care graduates;

The requirements shall be relevant and related to the nature of the job. Employees shall exercise their seniority rights in the manner set out in this clause providing there is an employee with less seniority.

When a part-time employee bumps another employee, as well as 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 of the national dispositions and in local dispositions 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.

An employee affected by this procedure shall receive written notice and be given three (3) days to make her/his choice. Copy of said notice shall be sent to the union.

108.02 A part-time employee may bump a full time employee according to the procedure provided in clause 108.01 if she/he is unable to bump another part-time employee after having applied the entire procedure provided in clause 108.01. 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 108.01 if she/he is unable to bump another full-time employee after having applied the entire procedure provided in clause 108.01. In such case the full-time employee become a part-time employee and the working conditions who applies are the ones for part-time employees in the national dispositions.

108.03 A full-time employee may bump more than one part-time employee with the same job title after having applied the entire procedure provides in clause 108.01, 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 change in shifts of work in accordance with article 109 (Hours of work and week of work).

108.04 An employee affected by the application of clauses 108.02 and 108.03 shall receive written notice and be given three (3) days to make her/his choice. Copy of said notice shall be sent to the union.

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

108.06 Professional employees with university degrees shall be covered by the provisions of this article, subject to the stipulations that the bumping procedure 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 in the classification plan for this job and meet the requirements of the job.

For the purposes of applying this clause, the employees covered by Appendix G in the national dispositions and in the local dispositions are deemed to be professional's employees with university degrees.

ARTICLE 109
HOURS OF WORK AND WEEK OF WORK

109.01 The number of weekly hours of work provides for each job title, shall be divided equally into five (5) working days. Exception: 10.35 hours x 7 shifts / 2 weeks – Tusaajiapik Elder’s Residence.

109.02 For calculation purposes, the work week shall be based on the calendar week.

109.03 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 in the institution.

109.04 An employee may not take such rest period at the beginning or end of a day of work, nor as an extension of the time allowed for meals. However, the parties may agree to allow employees working on evening or night shifts to take their rest periods together with their meal breaks.

An employee working outside of her/his point of service may take their rest periods together with their meal breaks after authorization of her/his immediate supervisor.

109.05 Every employee covered by this agreement shall be entitled to two (2) complete days of rest per week, continuous if possible.

The words « days of rest » mean a full time period of twenty-four (24) hours.

Weekends off shall be shared alternately and fairly among employees in the same job title and in 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 it is impossible to maintain due to 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.

For the purpose of this article, a weekend shall mean a continuous 48-hour period including Saturday and Sunday. Nevertheless, the continuous forty-eight (48) hour period may be shifted by a written agreement.

109.06 Two (2) employees in the same job title and in the same service shall be free to exchange days off and/or establish work schedules with the consent of their immediate supervisor, who may not refuse without a valid reason. The provisions of article 19 (Overtime) of the national dispositions shall not apply in this case.

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

109.08 Work schedules shall be based on the needs of the service and take into account if possible, the employee's expressed preferences.

Work schedules 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.

If possible, work schedules shall also include the names of the employees who are working on replacement duty in positions temporarily without their incumbents for medium and long-term foreseeable absences.

109.09 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.

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

109.11 In services where there is shift rotation among employees, the employer shall grant steady evening or night shifts to an employee who so requests. In this 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 on day, evening and night shifts.

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

During the 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 who applies for a position in accordance with the provision of article 107 (voluntary transfers) or invokes the provisions of clauses 108 (bumping and layoff procedures).

109.12 The parties agree, however, that it may be useful for an employee who has worked steady evening and night shifts for one (1) year to be assigned to the day shift for a period of not more than two (2) consecutive weeks of work per year, providing that she/he be so notified by the employer at least four (4) weeks in advance.

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

If established such day-shift training shall be scheduled outside the regular period of annual vacation and outside the period from December 15 to January 15.

- 109.13** The employer shall strive to reduce the use of split shifts as much as possible. The spread of a split shift may not exceed eleven (11) hours.

ARTICLE 110
OVERTIME, CALL BACK AND AVAILABILITY

110.01 If overtime work must be done, the employer shall offer it to available employees in turn, in order that it be fairly distributed among those who normally do the 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.

However, in urgent or unforeseen cases, the employer shall offer it first to employees on the premises.

The employer considers the part-time employee for purposes of distributing overtime during the days the employee is working on her/his part-time position in the concerned service or when the employee work on an assignment for a period of more than twenty (20) working days. After this distribution, the employer also considers the part-time employee working on an assignment for a period equal or less than twenty (20) working days.

The employer authorizes the employee to accumulate in her “bank of accumulated time”, hours worked in overtime and to use these hours at an ulterior date following an agreement with the immediate superior. The following rules apply:

The limit for accumulation for each period between April 1st to March 31st is nine (9) days, (6 days at time and a half); each hour in overtime added to the bank counts for one (1) hour and half, except for the employee in category “Professionals” who shall cumulate at single time the first five (5) hours/week and time and half for the exceeding hours.

The employee who has no permanent position shall benefit of this accumulation during an assignment for a period more than four (4) weeks.

The accumulated time during a callback excludes the transportation hour which will be paid to the Employee as the pay is treated;

The Employee that wishes to accumulate time in this accumulated time bank must sign an individual demand and forward it to the Human Resources Service before starting to accumulate time (Appendix 2); the date for the beginning of the accumulation is the reception date of the signed form at the Human Resources service;

On or around March 31 at the end of each year, the Employer will reimburse to the employee the accumulated time still available in the bank. Those hours

will be paid according the provision of the national dispositions and the local dispositions and this, for each category of employee.

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

- a) A sufficient number of employees volunteer. For purposes of applying this paragraph, float-team employees who are called frequently for replacement duty in the service may volunteer;
- b) An insufficient number of employees volunteer to cover all the needs, in which case the other employees shall be required only to complete the needs.
- c) However, the employee is not considered on the stand-by duty list during her/his holiday.

110.03 Stand-by duty shall be performed at home. However, if it is impossible for the employee to reach the institution within approximately one-half (1/2) hour, she shall, at the request of the employer, remain in the institution.

110.04 The employer agrees to make a pager or similar device available free of charge to employees on stand-by, on the following conditions:

1. That a system be already installed at the employer's office or that it is possible to lease one at a rate normally paid for this kind of installation;
2. That such a system can function in the region in which the institution is located;
3. That the employee personally makes sure that the device is in good working order wherever she /he may be.

ARTICLE 111
STATUTORY HOLIDAYS AND ANNUAL LEAVES

Section 1: Statutory Holidays

111.01 The employer shall recognize and observe thirteen (13) statutory holidays during the year (July 1 to June 30), including Christmas, New Year's Day and the National Holiday. The list of the statutory holidays is the following:

1. Confederation
2. Civic Holiday
3. Labor Day
4. Thanksgiving
5. Bay James Agreement signature
6. Christmas
7. Day following Christmas
8. New Year Day
9. Day following New Year
10. Holy Friday
11. Easter
12. Dollard/Queen Holiday
13. National Holiday

111.02 An employee may accumulate a maximum of twelve (12) statutory holidays, which shall be taken after agreement with the employer, who may not refuse without a valid reason.

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 without a valid reason.

111.03 The employer shall distribute statutory holidays fairly among employees in the same service.

Each employee is guaranteed the right to take two (2) full consecutive days off at Christmas or New Year's Day.

The employer shall do his best to schedule statutory holidays immediately before or after weekends.

Section 2: Annual vacation:

111.04 The period between May 15 and October 15 of each year shall be considered as the normal period for taking vacation. However, an employee may take her/his annual vacation outside of the normal period, after agreement with the employer, who may not refuse without a valid reason.

111.05 Any employee who is unable to take her/his annual vacation during the normal period because of sickness, injury or industrial accident occurring before the beginning of her/his vacation may postpone her/his vacation period to a later date. However, she/he must inform her/his employer of this before the date set for her/his vacation period, unless it is impossible to do so due to physical incapacity, in which case her/his vacation shall be postponed automatically. In the latter case, the employee shall prove, as soon as possible that it was impossible to report due to a physical incapacity.

An employee who sits as juror during her/his vacation may postpone the unused days of vacation.

The employer shall set the new vacation date upon the employee's return, taking into account the employee's preference.

111.06 No later than March 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 registration sheet. Employees shall record their preferences on the sheet not later than March 15.

When an employee wishes to take her/his vacation outside the normal vacation period, she/he shall record her/his preference not later than October 1st.

In any case, 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 service.

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

111.08 When spouses work in the same institution, 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 will not affect the choice of other employees with more seniority.

111.09 The vacation schedule shall be posted in the usual places by April 1st and October 15th at the latest.

ARTICLE 112
LEAVES WITHOUT PAY

112.01 Leave without pay four (4) weeks and less:

After one (1) year of service, an employee shall be entitled, once a year, outside of the annual leave period and after agreement with the employer, to a leave of absence without pay for duration not exceeding one (1) month (20 working days).

The employer authorizes an employee to benefit of the provisions of the first (1st) paragraph of this clause, during the first year of service. These days could be taken on non continuous sequence with the immediate supervisor's authorization. However, the northern premiums are not paid during those days.

112.02 Leave without pay not exceeding fifty-two (52) weeks:

An employee with at least three (3) years of service may, after requesting it from the employer, who may not refuse without a valid reason, at one in each period of at least three (3) years, obtain leave of absence without pay for a total duration of no more than fifty-two (52) weeks including the leave of absence provided in the preceeding clause. To obtain this leave, the employee must make a request in writing to her/his employer at least sixty (60) days in advance, specifying the duration of the leave.

The following conditions applies:

a) **Voluntary transfers**

An employee may apply for a position that is posted and obtain it in accordance with the provisions of the collective agreement providing that she/he can begin work within sixty (60) days of being appointed to the position.

b) **Annual leave**

The employer shall pay the employee the remuneration corresponding to the days of annual vacation accumulated up to the date of her/his departure on leave.

c) **Sick days**

The days of sick leave accumulated at the beginning of the leave by virtue of clause (23.29) of the national dispositions, shall be credited to the employee and paid according to the provisions of clause 23.30 of the national dispositions.

d) **Terms for a return to work**

Upon expiry of her/his leave of absence without pay or when she/he wants to terminate such leave, an employee may resume her/his position with the employer, providing that she/he notifies the employer in writing at least thirty (30) days in advance. However, if the position held by the employee at the time of her/his departure is no longer available, the employee shall avail herself or himself of the provisions on the bumping and/or layoff procedure provided in clause 108 of the local dispositions.

112.03 Partial leave of absence

Upon agreement with the employer, a full time employee who has one (1) year of service may obtain a part-time leave without pay for a minimum of two (2) months and a maximum of fifty-two (52) weeks. When making such a request, the employee shall stipulate the duration of the leave. Such part-time leave without pay may not exceed three (3) days a week.

An employee must request such leave in writing at least thirty (30) days 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 planned period of part-time leave without pay, the employee ceases to hold her/his position, the part-time leave shall end on the day preceding the day on which the employee ceases to hold her/his position.

Such leave may be extended by a maximum of fifty-two (52) weeks in the case of leave for studies.

112.04 Part time leave of absence (exchange of position)

Upon request made four (4) weeks in advance, part-time leave of at least two (2) months and at most fifty-two (52) weeks shall be granted to a full-time employee with at least one (1) year of service. 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 making her/his request, the employee shall indicate the duration of the leave.

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 the part-time employee's 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.

A list shall be established in order to identify the employees holding part-time positions who have indicated their intention to exchange positions with full-time employees wishing to take part-time leave.

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 unless the parties agree to define other terms.

112.05 Leave without pay for civic functions

An employee who is candidate for public office shall be entitled to leave without pay for thirty (30) days preceding the date of election.

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 if the office requires full availability on her/his part.

At the end of her/his term in office, the employee shall notify her/his employer at least thirty (30) days in advance that she/he wishes to return to work.

112.06 Leave without pay for wedding

Plus the provisions related to the leave of absence for marriage in the collective agreement, the employee can request one (1) week without pay. The decision to take a week without pay shall be left to the employee's discretion.

112.07 Leave without pay for study purpose

After agreement with the employer, an employee who has at least one (1) year of service with the said employer shall be granted leave without pay for a maximum of twelve (12) months for the purpose of educational upgrading or to attend occupational training courses related to the job titles provided in the national dispositions.

However, if the nature of courses undertaken justifies an extension of the leave without pay, an employee shall obtain, after agreement with her/his employer, such extension for the total duration of the studies undertaken.

If the leave of absence without pay exceeds thirty (30) calendar days, an employee shall advise her/his employer in writing of her/his intention to return to work at least thirty (30) days before the effective date of return to work. Upon expiry of her/his leave without pay, the employee may return to her/his job with the employer. However, if the position which the employee held at the time she/he left is no longer available, the employee shall avail herself or himself of the provisions on bumping and/or layoff provided in clause 108 of the local disposition.

Upon reserve of provisions of the leave of absence without pay for studies, an employee who wishes to work during her/his leave of absence may do so by registering on the recall list according to the terms provided, without having to resign. Except for the provisions of the first paragraph of clause 36.07 of the national dispositions, an employee who avails herself or himself of the provisions of this clause shall be considered as a part-time employee and covered by the rules applicable to a part-time employee.

112.08 Leave of absence for teaching at a CEGEP, school board or university

After agreement with the employer, an employee with at least one (1) year of service with the said employer shall be granted leave without pay for one (1) year for the purpose of teaching at a CEGEP, school board or university, providing, however, that the nature of the teaching is specifically oriented towards the Health and Social services sector.

Before the expiry of this leave without pay, after agreement with the employer, such leave is renewable for a second year.

Modalities

1. Annual vacation

The employer shall pay the employee the remuneration corresponding to the days of annual vacation accumulated up to the date of her/his departure for the CEGEP, school board or university.

2. Sick leave

The number of days of sick leave accumulated as of the beginning of leave under clause 23.29 of the national dispositions shall be credited to the employee and shall be reimbursed in the manner provided in clause 23.30 of the national dispositions. However, in the case of termination of employment, the days of sick leave contemplated in clause 23.28 and those accumulated in clause 23.29 of the national disposition, shall be paid at the salary rate effective as of the beginning of the leave in accordance with the amount and terms provided in the national dispositions.

At the expiry of her/his leave or at any time before the expiry, the employee may resume employment with the employer, providing the she/he advises the latter in writing at least one (1) month in advance and that she/he did not voluntarily quit the CEGEP, school board or university for another employer.

She may obtain a vacant or newly created position by complying with the terms of the local dispositions.

ARTICLE 113
HUMAN RESOURCES DEVELOPMENT

Educational upgrading

- 113.01** The terms «educational upgrading» refers to general education courses aimed at making employees attending 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.
- 113.02** The employer and the union shall co-operate with a view to encourage 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.
- 113.03** Such courses shall be given in facilities designated or accepted by the educational institution giving the said course.
- 113.04** The duration of the courses and the contents of the programs shall be established by the ministère de l'Éducation, du Loisir et du Sport du Québec.

Development of human resources

- 113.05** For the purposes of this agreement, the term «development of human resources» shall mean the integrated and continual process by which employees acquire and develop the theoretical and practical knowledge, creative abilities, and attitudes enabling them to perform their duties and deal with the changes affecting their fields of work and their workplaces. This, the purpose of the development of human resources is to meet the needs of institutions and of employees, taking into account the new orientations in the Health and Social Services sector.

The development of human resources is covered by the human resources development plan provided for in the *Act respecting health and social services*.

More specifically, it involves the updating and professional development activities provided in this article and the retraining activities provided in clause 15.14 of the national dispositions.

Updating and professional development

113.06 Updating and professional development activities are activities whose purpose is to enable employees to:

1. Refresh their theoretical and practical knowledge;
2. Acquire additional theoretical and practical knowledge useful in performing their duties because of developments in knowledge, tools, methods of work or intervention or changing issues or factors associated with the performing the duties entrusted to them;
3. Acquire greater competence in their field of work.

113.07 The amount determined in article 13 of the collective agreement shall be used to reimburse employees for salaries, fringe benefits and educational, travel and living expenses connected with updating or professional development activities.

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) kilometers from their usual place of work. The local parties may assess any special situation involving activities held within a radius of forty (40) kilometers.

Updating and professional 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 she/he participates in such an activity.

113.08 Activity plan

The employer shall consult the union on the priority needs in updating and professional development and shall, within the limits of the financial resources defined in article 13 of the national dispositions, develop an activities plan designed to meet these needs.

113.09 The employer shall submit the plan drafted in accordance with clause 113.08 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.

113.10 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 clause 113.09.

Eligibility and selection

- 113.11** Updating and professional development activities shall be intended for all employees in the bargaining unit.
- 113.12** The employer shall determine with the union the selection criteria for the choice of candidates. Any employees whose duties are modified by the introduction of new machinery, equipment or devices shall be entitled to a human resources development activity.
- 113.13** The employer shall transmit the following information to employees in the institution by posting it in the usual places:
1. The activity, corresponding learning objectives, duration and 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.
- 113.14** The employer shall receive employee's applications to participate and shall proceed to select candidates.
- 113.15** The employer shall notify a chosen candidate of the activity in which she/he will participate, along with the related terms, conditions and benefits.
- 113.16** 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 completing the selection process.
- 113.17** The employer shall give the union an annual report on updating and professional development activities, including the amounts spent.

Recourse

- 113.18** Upon request from one or the other part, all disagreement concerning the determination on modalities of application, on the activity plan or on selection criteria is refer to the arbitration. On default to choice the name of an arbitrator, it will be nominated by the Ministère du Travail du Québec.

ARTICLE 114
ACTIVITIES OUTSIDE THE ESTABLISHMENT

- 114.01** The particular working conditions applicable to employees accompanying beneficiaries during an activity outside the establishment for more than twenty-four (24) hours are subject to particular agreements taken within thirty (30) days of the activity.

**ARTICLE 115
LOCAL COMMITTEES**

115.01 Principle:

The parties recognize the importance of setting up, at the local level, a privileged communication and cooperation mechanism, in order to exchange, consult, and look for solutions. To do so, a local working relations committee is created.

Within its mandate, the local working relations committee is concerned by the health and security in the workplace, the manpower plan, the quality of life in the workplace, the prevention and finding solutions to litigations.

115.02 Composition:

The local working relations committee is composed of two (2) persons designated by the employer and two (2) persons designated by the union. The employer and the union can invite resource persons upon agreement by both parties.

115.03 Functioning:

The local working relations committee favours operating by consensus and defines its operating rules, especially regarding the preparation of its mandate, the frequency of its meetings, and convocation notices. Union representatives are liberated according to article 7.13 of the national collective agreement. Meetings of the local working relations committee and the works required to which local parties will have agreed, will be held during working hours.

ARTICLE 116
RULES OF ETHICS BETWEEN THE PARTIES

116.01 The employer shall treat its employees fairly and the union shall encourage them to perform satisfactorily.

The parties, through all their representatives, maintain respectful relationships, one for the other, despite the interests in regards to their representation.

In addition, the parties work with integrity in order to solve any question opposing them.

**ARTICLE 117
POSTING OF NOTICES**

- 117.01** The employer shall provide the union with locked bulletin boards used exclusively by the union. A key shall be provided to the union representative.
- 117.02** The union may post documents signed by an authorized union representative on these bulletin boards. Documents thus posted shall not contain any statement against the parties concerned, their members, or their mandated representatives.
- 117.03** The union can use the bulleting boards already installed in the seven (7) points of services and various buildings used by the employer in Kuujjuaq. The employer will ensure that space is available for union postings. The various unions must share the space available. The bulletin board close to the cafeteria and the bulletin board close to the previous union office are to be used exclusively by the CSN local union.

ARTICLE 118
PROFESSIONAL ORDERS

- 118.01** An employee shall be free to belong to a professional order except when the right to practice is contingent to belonging to such order.

ARTICLE 119
PROFESSIONAL PRACTICE AND RESPONSIBILITY

- 119.01** Any technical or professional document prepared by an employee must be signed by her/him, and any other signature on such document shall specify the title of the counter signatory, unless there is agreement to the contrary between the parties.
- 119.02** If the employer deems appropriate to publish, in whole or in part, and in any form whatsoever, such a professional or technical document, he shall be required to mention the name of the author or authors, their professional qualifications, and the administrative unit in which they exercise their profession.
- 119.03** An employee shall not be required to sign a professional or technical document that she/he cannot approve, nor to modify such a document that she/he has already 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 can be imposed on a person refusing to sign a professional or technical document that she/he cannot approve.
- 119.04** The parties recognize, as the basis of their professional work the principles set forth in the Order's code of ethics in force in the Province of Québec governing the profession of the employee, subject to the provisions foreseen in the national collective agreement.

ARTICLE 120
PARTICULAR CONDITIONS DURING THE TRANSPORT OF
BENEFICIARIES

- 120.01** An employee who is requested to escort a beneficiary outside the locality where the institution she/he works for is located, shall receive the following pay and compensation:
1. She/he shall be considered at work for the entire time during which she/he escorts the beneficiary, as well as during her/his return to the establishment. She/he must be paid according to the provisions of the national collective agreement, including overtime if the duration of her/his regular work and/or the period during which she/he escorts or the return exceeds her/his normal working period within the same day.
 2. Once she/he has left the beneficiary, the employee must return to her/his institution as soon as possible, and by the means of transportation determined by the employer.
 3. During the stand-by period preceding the return trip, she/he is considered to be on stand-by duty. She/he shall then be paid according to the provisions of paragraph 19 (overtime) of the national collective agreement.
 4. The institution shall reimburse the employee for her/his travel expenses upon presentation of receipts, and in accordance with the rules of MSSS.

ARTICLE 121
LOSS OR DESTRUCTION OF PERSONAL BELONGINGS

121.01 Whenever in the performance of her/his duties, an employee is the victim of an accident attributable to a beneficiary, the employer shall provide for the replacement or repair of any personal belonging damaged or destroyed.

In addition, when the employee uses her/his own tools, the employer shall provide for the replacement or repair of the tools damaged or destroyed in the performance of the employee's duties.

The employee must present the damaged item(s) and her/his claim to the employer no later than seven (7) days following the incident, unless it was impossible for her/him to do so during this period.

ARTICLE 122

UNIFORMS

- 122.01** Wearing a uniform is compulsory for attendants working in a northern establishments working on the Department, (optional for Tusaajiapik Elders' Residence's workers), Housekeeping Attendants, and Laundry Attendants. The Employer is responsible to maintain uniforms for laundry attendants and housekeeping attendants. Attendants working in a northern establishment are responsible for the maintenance of their uniforms. Once a year and when needed, the employer gives two (2) uniforms to each employee holding a permanent position and one (1) uniform to each person on the recall list working an average of 5 shifts every two (2) weeks. The employer provides protective gloves to housekeeping attendants and laundry attendants. In other cases, the employer supplies lab coats and insures their maintenance. Waterproof aprons are available for attendants giving baths to beneficiaries.
- 122.02** Once a year and whenever necessary, the employer provides two (2) complete uniforms to kitchen personnel working full-time. One (1) complete uniform will be given to each employee on the recall list working an average of 5 shifts every two (2) weeks. The employee is responsible to maintain her/his uniforms.
- 122.03** The employer provides and maintains lab coats for employees working in the following departments: dentistry, laboratory, dental hygiene, physiotherapy, occupational therapy, and radiology.
- 122.04** Once a year, the employer provides to permanent full-time employees working at the Maintenance Department as well as to any employee on the recall list and working an average of five (5) shifts every two (2) weeks: two (2) work overalls, two (2) uniforms, one (1) pair of work boots and one (1) pair of protective gloves. Winter work overalls will also be provided and replaced if necessary. Work overalls and dark lab coats will be available at the warehouse for casual employees and for the biomedical employee. The employee is responsible to maintain his uniform. For that purpose, a washing machine is available to employees in the warehouse.
- 122.05** Any clothing and security equipment provided by the employer remains its property and must remain on the premises at the end of every work shift except for the uniforms that are maintained by the employee.

ARTICLE 123
LOCKERS AND DRESSING ROOMS

- 123.01** The employer shall provide employees with lockable lockers to store their clothing.
- 123.02** The employer will also provide a suitable dressing room for employees following the health centre's enlargement.

**ARTICLE 124
PAYMENT OF SALARIES**

124.01 On the pay check stub, the employer must inscribe the name of the employer, the employee's first and last names, job title, date of the pay period, and date of payment, number of hours paid at the regular rate, number of overtime hours worked in the period, nature and amount of premiums, indemnities, salary rate, amount of gross salary, nature and amount of deductions made, and the net salary. Moreover, at the time the Quebec National Holiday (June 24) is paid, the employer shall inform a part-time employee of the amount paid for said holiday by indicating it on the pay check stub or otherwise. During the present agreement, the employer shall update the terminology list (French, English, and Inuttitut), and shall post it in all services of the establishment and distribute individually twice a year (February and September).

124.02 Upon an employee's definite departure, the employer verbally informs her/him of the hours and fringe benefits owed to her/him. The employer shall give or send the employee her/his paycheck, including fringe benefits, in the pay period following the employee's departure.

124.03 Direct banking deposit is compulsory for all the establishment's employees in accordance with the system already established in the institution. Any modification to this system must be subject to an agreement with the Union. The employer keeps the right to issue pay checks in exceptional cases.

Error:

124.04 In the event of an error on the pay check of twenty (20\$) or more, for which the employer is responsible, the latter agrees to correct the error within four (4) calendar days of the pay checks' distribution by giving the money due to the employee.

No deduction can be made on the salary of an employee for damages to or loss of any objects, unless the employee's negligence has been proven.

124.05 In the event of an error on the pay involving an overpayment to an employee by the employer, it is agreed that the employer shall recover the overpayment in accordance to the following criteria and procedures:

1. First, the employer shall establish the amount on which he cannot recover the overpayment:

- (a) 80\$ per week, in the case of an employee without dependent;
 - (b) 120\$ per week, plus 20\$ per week for each dependent, starting the third week in the case of an employee with dependent.
2. The employer shall then establish the portion of salary from which he can recover the overpayment by subtracting from the salary of the employee, the amount determined according to the preceding paragraph.

The employer shall then deduct the overpayment, from each pay, at the rate of 20% of the amount upon which he can recover, until the total debt of the employee is settled

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

Annual leave:

124.06 Upon request from the employee made two (2) complete pay periods in advance, vacation pay shall be remitted with her/his second-last pay check before her/his departure on vacation.

124.07 Normal deductions shall be made on the vacation pay check.

ARTICLE 125
CREDIT UNION

125.01 The parties agree to encourage the creation of a credit union.

**ARTICLE 126
TRAVEL ALLOWANCES**

126.01 Upon applicable provisions, when an employee, at the employer's request, must perform her/his duties outside of the establishment, she/he shall be considered to be at work during all the time used to travel.

126.02 Travel allowances shall be calculated using as starting point the place where the employee is based; an employee cannot have more than one port of registry;

The employer determines according the following criteria the port of registry:

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

Notwithstanding the preceding paragraphs, employees of the flying team and recall list receive the premiums afferent to the community in which they do their replacement. This community becomes for the time of her/his replacement her/his port of registry.

Transport:

126.03 The distance in kilometres is reimbursed based on the distance necessary and travelled by an employee to exercise her/his functions.

When the employee is no required to use her/his personal vehicle, the employer shall determine the means of transport.

Meals:

126.04 According to the dispositions related to travel expenses in the national collective agreement, meals are paid only when the employee cannot go to her/his home, her/his port of registry or to the establishment in a reasonable delay or that she /he is in a community without cafeteria services.

126.05 However, the employee with Kuujuaq as port of registry will be paid for meals (northern rates) if her/his total temporary stay is less than fourteen (14) days. For a temporary stay which duration is of fourteen (14) days and more, the employee will receive the premiums of the community she/he stays in.

- 126.06** Whenever an employee is considered as being at work when she /he is out of the territory; the employee is entitled to meals allowance (Southern rates) if she/he cannot return at home in a reasonable delay.
- 126.07** Reimbursement of travel expenses in accordance with article 126 of the local dispositions and article 27 of the national collective agreement is made upon presentation of receipts, except for communities without cafeteria service.
- 126.08** The employee who benefits, on the date the national collective agreement is coming into force, of a most advantageous system, shall continue to benefit for the duration of the collective agreement as long as she/he occupies the same position.

**APPENDIX C (Local dispositions)
SPECIAL PROVISIONS FOR TECHNICIANS**

Clause 1. Available facility

A room or suitable facilities 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.

Clause 2. Prior experience and post-graduate training

If a technician left the hospital service or another positions as technician more than five (5) years, her/his probation period shall be eighty (80) days of work. At the end of this period, the employer takes into account the valid experience for her/his classification.

Clause 3. Orientation

This clause replace clause 106.14 of the local dispositions.

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
- The availability
- The versatility and stability of the work force within the institution

The local parties shall agree on terms and conditions for orientation, and in particular the number of employees given orientation for one or more positions, one or more services, or one or more job titles.

**APPENDIX E (Local dispositions)
SPECIAL PROVISIONS FOR EDUCATORS**

Clause 1. Probation period

Every new educator shall undergo a probation period of hundred-forty (140) days of work.

Clause 2. Voluntary transfers

An employee of the institution who is not an educator and who is awarded an educator's position by virtue of clause 107.10 of the local dispositions shall be entitled to an initiation and trial period of at most forty-five (45) days of work.

If the employee is retained in her/his new position at the end of her/his initiation and trial period, she/he is considering, from that moment on, meeting the normal requirements of the job.

During this period, an employee who decides to return to her/his former position or who is requested to do so by the employer shall do so without prejudice to her/his vested rights in her/his former position.

Clause 3. Rest periods

Rest periods shall be taken without the presence of beneficiaries, except when it is impossible to do so.

Clause 4. Overtime

If work must be done on an overtime basis, the employer shall offer it:

- 1) To educator in the same service;
- 2) If the educators in the same service cannot work the overtime, the employer shall offer it to educators in other services in turn, so as to distribute it fairly.

Clause 5. Hours and week of work

The educator work week shall be that existing on the date the national dispositions comes into force.

APPENDIX G (Local dispositions)
SPECIAL PROVISIONS FOR PROFESSIONALS

Clause 1. Probation period

Section A of clause 1 of the national dispositions is replaced by the following provisions:

A new employee who has exercised her/his profession for one (1) year after having completed university studies shall be subjected to a probation period of eighty (80) working days. All the statutory holidays paid according the provisions of the national dispositions shall be deemed to be days of work.

A new employee who has not exercised her/his profession for one (1) year after having completed university studies shall be subjected to a probation period of a hundred-forty (140) working days. All the statutory holidays paid according the provisions of the national dispositions shall be deemed to be days of work.

Clause 2. Prior experience

If the employee has left the practice of her/his profession for more than five (5) years, she/he shall be subject to a probation period of hundred-forty (140) working days.

If an employee holds a foreign degree, she/he shall be subject, where applicable, to the probation period prescribed by the standards of the Professional Order governing her/his profession in the Province of Québec, and shall comply with the decision of the said Order at the end of the probation period.

Clause 3. Voluntary transfers

The following clause replaces clause 107 of the local dispositions, except for clauses 107.04 and 107.09.

Any vacant or newly created position covered by the certification, shall be posted within ninety (90) days in the usual places, for a period of fifteen (15) days.

The vacant or newly created position may be filled temporarily during the period subjected to the application of this clause

An employee may see the list of applicants at the personnel office before applying for such a position.

As soon as an employee applies for the position, the employer shall forward a copy of her/his application to the union.

The position shall be filled by the most qualified applicant with pertinent requirements, whether or not she/he comes from the bargaining unit. Should the superior qualifications

of the employee to whom the position is given be challenged, the burden of proof shall lie with the employer.

In a case where the “most qualified” rule applies, the position shall be filled by the employee with the most seniority in the service of the employer if several employees are equally qualified.

If a full-time position becomes vacant, a part-time employee shall have priority over an outside applicant if she/he adequately performs the duties during the trial period provided for in clause 107.12.

The employer shall post any appointment on the day it is made.

The applicant to whom a position is awarded shall be entitled to a trial period of no more than three (3) months. If the employee is maintained in the new position once the trial period is completed, she/he shall be deemed to meet the normal requirements of the job. During this trial period, an employee who decides to return to her/his former position or who is asked to return to her/his former position by the employer shall do so without prejudice to her/his rights acquired in her/his former position. In the latter case, it shall be incumbent on the employer to prove that the employee was unable to meet the normal requirements of the job.

A job opening created by the transfer following the first posting shall also be posted and the position shall be awarded in accordance with the provisions of this clause and of clause 15.05 of the national dispositions.

If the employer decides to abolish a position, he shall give the union prior notice.

A full time employee who wishes to become a part-time employee may do so by applying in accordance with the rules provided in clause 107 (Voluntary transfers). An employee who obtains such position shall not be required to resign and shall retain her/his seniority.

Clause 4. Hours and week of work

The following clause replaces clause 109 of the local dispositions.

The regular work week shall be thirty-five (35) hours spread over five (5) consecutive days of seven (7) hours of work each.

Each employee shall be entitled to two (2) full and consecutive days of rest per 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.

For purposes of calculation, the work week shall be based on the calendar week.

An employee shall be entitled to two (2) rest periods of fifteen (15) minutes each per day of work. She/he may not, however, take such a rest period at the beginning or end of the working day, nor as an extension of the time allowed for meals.

Clause 5: Annual leave

Clause 111 of local dispositions shall apply to employees covered by this appendix. However, the first three (3) paragraphs of section 2 of this clause shall be replaced by the following:

For the duration of this agreement, the employer shall not make any changes in the annual leave system now in effect.

Clause 6: Professional development

This clause replaces clause 113 of the local dispositions.

With the employer's authorization, any employee may participate in activities deemed of interest for the needs of the services or professional training.

Expenses incurred by employees for these activities shall be borne by the employer if the latter has been informed and agreed to them.

The employer may grant an employee who so requests leave of absence without pay for the purpose of pursuing studies relevant to her/his profession.

Such leave shall not exceed twelve (12) continuous months. With the employer's authorization, the leave of absence may be renewed for a defined period of time.

Upon return to work, she/he may return to her/his former position or an equivalent one.



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 UNGAVA TULATTAVIK HEALTH CENTER
 CENTRE DE SANTÉ TULATTAVIK DE L'UNGAVA

Appendix 1

Je désire poser ma candidature pour le(s) poste(s) suivant(s)

I wish to apply on the following position(s)

Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Kuujjuaq
Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Aupaluk
Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Kangiqsualujjuaq
Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Kangiqsujuaq
Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Kangirsuk
Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Quaqtaq
Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Tasiuaq
Agent(e) de relations humaines / Human Relation Officer	Services sociaux / Équipe volante
Agent(e) de relations humaines / Human Relation Officer	Protection de la Jeunesse / Kuujjuaq
Archiviste / Archivist	Kuujjuaq
Ass. technique médecine dentaire / Technical Ass. Dentistry	Kuujjuaq
Ass. technique en pharmacie / Technical Ass. Pharmacy	Kuujjuaq
Ass. technique sénior pharmacie / Senior Technical Ass. Pharmacy	Kuujjuaq
Cuisinier(ère) / Cook	Kuujjuaq
Cuisinier(ère) / Cook	Salluit
Tech. radiologie / X-Ray technician	Kuujjuaq
Technologiste médical / Medical Technologist	Kuujjuaq
Aucun / None	

Nom/Name:		# employé/employee #:
Signature:		Date:
Reçu au service des ressources humaines le:		

Ce formulaire sert uniquement lors de l'affichage de postes permanents et de la nomination des titulaires. Il ne sera pas considéré lors de l'attribution de remplacements ni pour les temps partagé. Les personnes intéressées par ces deux dernières options doivent acheminer un mémo à leur supérieur immédiat. - This form is used only when permanent positions are posted and for the nomination of the titleholders. It will not be considered for granting replacements or shared time positions. Persons interested by the last two options must forward a memo to their immediate supervisor.

Lorsqu'elles quittent le territoire, les salariées ont la responsabilité de laisser des coordonnées au service des ressources humaines pour être rejointes rapidement. Le délai maximum d'attente pour contacter et obtenir la réponse de la salariée est de 4 jours. La salariée peut aussi remettre une procuration à la personne de son choix qui répondra à sa place; le même délai s'applique. - When leaving the territory, the employee has the responsibility to give coordinates to the Human Resources Service to be easily reached. The maximum delay to reach an employee and to obtain her answer is 4 days. The employee may also give power of attorney to another employee who will answer for her; the same delay applies.



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UNGAVA TULATTAVIK HEALTH CENTER
CENTRE DE SANTÉ TULATTAVIK DE L'UNGAVA

Appendix 2

FOR: Human Resources Service

C.C. : Payroll
Employee's file
CSN

I request, hereby, that any time done in overtime as well as the overtime portion of a callback be transferred to an «accumulated time bank».

Name of the employee: _____

Employee's number: _____

Signature: _____

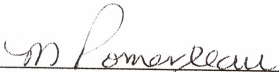
Date: _____

Local dispositions related to the National Collective Agreement – 2006-2010 FSSS-CSN

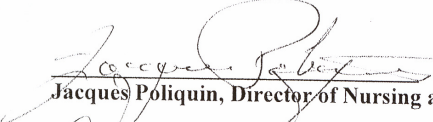
In witness of, the parties have signed on December 7th 2007 in Kuujjuaq.
The in force date is November 25th 2007.

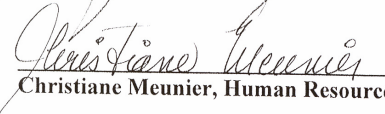
N.B.: For the application, interpretation and litigation of the Local Dispositions including the 26 articles, Appendixes C, E and G and Appendixes 1 and 2, the French version will prevail.

For the Employer



Madge Pomerleau, Executive Director


Michel Mondoux, Director of Administrative Services

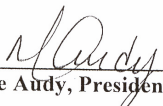

Jacques Poliquin, Director of Nursing and Hospital Services


Christiane Meunier, Human Resources Management Counsellor

**For the Union - Syndicat des travailleurs et travailleuses du
Centre de Santé Tulattavik de l'Ungava (CSN)**


France Roussel, Grievance Agent


Serge Doiron, Health and Security in the workplace Agent


Michelle Audy, President