

AGREEMENT IN PRINCIPLE

Sectoral Table

**General assembly
July 2021**

SECTORAL AGREEMENT IN PRINCIPLE



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- Amendment to **clause 23.17 a)** to stipulate that a full-time employee can cash out leave to **cover the waiting period**, as follows:
 - Accumulated days of annual (vacation) leave that exceed the number set out in the *Act respecting labour standards*;
 - A maximum of five (5) banked statutory holidays if the local parties have so agreed;
 - Floating days off.
- A part-time employee can cash out accumulated annual (vacation) leave to cover the waiting period.

- Amendment to third paragraph of **clause 23.29** of the national provisions of the collective agreement, to:
 - **Increase from three (3) to five (5)** the number of sick days that may be used for **personal reasons**;
 - Increase to **48 hours** the notice that must be given to the employer for taking this sick leave. The employer must grant the sick leave **for personal reasons provided that service continuity can be ensured.**

- Stipulate in **Article 27 – Travel Allowances**, that **home-base parking** expenses are reimbursed **when the use of a vehicle is required** for the performance of the duties of the employee’s position or assignment.
- The national parties agree to continue discussing parking expenses at the permanent national permanent bargaining committee.

- Amendment to **Article 25 – Benefits**, to:
 - Add one (1) day of leave for the death of a child of the employee’s spouse;
 - Allow five (5) days of leave for the death of any child, whether minor or adult, and whether a dependent child or not;
 - Where the death is foreseen, allow leave to be taken starting on the day prior to death, pursuant to the *Act respecting end of life care*;
 - Allow the employee to choose the timing of continuous leave, between the date of the death and the date of the funeral;
 - Specify that funeral refers to religious or civil funerals.

- Amendment to **Letter of Agreement No. 39** regarding the plan for leave for **family-work-studies balance with pay averaging (CFTÉ-ÉS)** to:
 - Allow **part-time employees to take their leave as of the start of the CFTÉ-ÉS plan**, stipulating that the pay they receive during the leave will be based on their number of scheduled shifts;
 - Add the following reason: **Academic work and studies related to a job title** listed in the *List of job titles, job descriptions and salary rates and scales*;
 - Stipulate that **experience continues to accumulate** during the employee's leave.

- Amendment to the **work overload procedure to:**
 - Prevent work overload;
 - Where the parties agree that there is work overload, the committee may issue recommendations. In the event of disagreement, the arbitrator has jurisdiction;
 - Increase the timeframe set out in clause 10.11 to ten (10) days.

COMMON MEASURES



- Amendment to **Article 14 – Layoff procedure**, to include the status of employees who are affected by special measures (**Section I**) or by the bumping or layoff procedure (**Section II**).
- Amendment to **Article 15 – Job security**, to allow employees to be placed on the institution’s recall list rather than be deemed to have resigned if they refuse a reassignment.

- Amendment to the last paragraph of **clause 21.01** to stipulate that **all of an employee's years of accumulated service in the health and social services system is recognized for the purpose of determining the quantum of annual vacation leave to which they are entitled**, regardless of their date of hiring.
- **Spread working hours over more than one week**, after agreement between the employer and employee, under terms and conditions agreed to by the local parties.

- Amendment to **Article 19 – Overtime**, to stipulate that an employee who is on stand-by outside the institution and performs work **without having to travel**, in addition to receiving the stand-by premium, is paid at the applicable rate for the time spent working. However, **the employee will be paid for a minimum of one (1) hour** at the applicable rate. A new recall issued during the same hour is deemed continuous with the first recall.

- **Amendment to clause 9.05-2 A) – Evening shift premium**
 - An employee whose shift begins before 2:00 p.m. and who works most of their shift after 2:00 p.m. receives, in addition to their pay, an evening shift premium for the hours worked after 2:00 p.m.
- When an employee who works with beneficiaries is the subject of **criminal proceedings** related to the performance of their duties, the employee, **if acquitted**, shall be reimbursed for **legal fees reasonably incurred in their defence**.

- Stipulate in the **Classification and reclassification** section of **Article 8** that **at any time** during the term of the collective agreement, an employee who assumes the duties of a job title paid at a level higher than their substantive position will be reclassified.
- Delete clause **19.02** of the national provisions of the collective agreement, which states that work performed by an employee on their weekly days off is deemed to be overtime.

- Introduce a **letter of intent** stating that the local parties agree to promote **Letter of Understanding No. 36 regarding work-time arrangements:**
 - For purposes of promotion, the local parties undertake, within sixty (60) days of the effective date of the collective agreement, to negotiate the terms and conditions for implementing work-time arrangements, as set out in **Article 2** of the **Letter of Understanding;**
 - Amend **Article 1** and the second paragraph of clauses 2A and 2C of **Letter of Understanding No. 36** to apply the provisions to an employee who holds a full-time day position or works rotating shifts and has three (3) or more years of service.

- Specify that the definition of total payroll used to calculate human resources development budgets is basic pay excluding all premiums and supplements as well as additional remuneration.
- Agree on a **letter of intent** stipulating that the parties wish to continue their efforts to **reduce the use of independent labour**, to expire the day before the date on which the collective agreement expires.

- Introduce a letter of agreement on the implementation of **pilot projects for atypical weekend schedules**.
- Under these pilot projects, pay a **lump sum** to an employee who agrees to a schedule that involves working at least 28 regular hours on the shifts between the Friday night shift and the Monday evening shift, in 24/7 services.

COMMON MEASURES



Implementation of pilot projects for atypical weekend schedules (continued)

The employee must have worked all the hours on the schedule for their position or assignment during that period in order to be eligible for:

- \$50 per weekend worked when the employee has a schedule that includes two (2) out of three (3) weekends;
- \$75 per weekend worked when the employee has a schedule that includes three (3) out of four (4) weekends;
- \$100 per weekend worked when the employee has a schedule that includes four (4) out of four (4) weekends.

Local parties interested in implementing these pilot projects must make a temporary agreement in this regard.

\$1.4 million overall budget for the FSSS-CSN.

Forum on employees' general health

The national parties are setting up a forum on employees' general health tasked with:

- **Recommending local, regional or national projects that can:**
 - Support prevention in order to promote occupational health and safety;
 - Improve employee wellness in the workplace;
 - Reduce the number and length of disability-related absences;
 - Improve the return-to-work process following disability, taking into account the employee's condition.

COMMON MEASURES – INTER-ROUND



Forum on employees' general health (continued)

- **Recommend to the bargaining parties a prevention project that includes measures for protecting workers from violence by patients or their families.**
- **Assess training offerings, particularly for intervention, and implement local, regional or national training projects for improving employee health, safety and wellness at work.**
- **Implement an intervention training program that promotes safe workplace interventions:**
 - For the purpose of implementing the program, the parties see to the program's content (course plan, frequency of updates, knowledge transfer strategies, etc.);
 - The parties agree to prioritize certain sectors in order to accentuate the benefits and focus the discussion.

Forum on employees' general health (continued)

- **Report to the bargaining parties within three (3) months of the expiry of the collective agreement**
 - The national parties may agree to address any other subject related to employees' general health.
 - From April 1, 2021 to March 30, 2023, a non-recurring overall budget of \$5.840 million per fiscal year is allocated to project implementation for the FSSS-CSN.

- Mandate the national permanent bargaining committee to update and modernize certain points in the collective agreement, if the bargaining parties so agree.



Create an **inter-round committee on labour, attraction, retention and recognition problems:**

- Identify methods for valuing and promoting jobs in the health and social services system;
- Take stock of **privatization** in the health and social services system, including private security services in particular;
- Identify issues relating to **technological change** in the health and social services system;
- Identify measures to support **skills development**;
- Find solutions that address labour, attraction, retention and precarious employment problems;
- Discuss **telework**;
- Where applicable, agree to make mid-term recommendations;
- Submit recommendations to the bargaining parties by June 30, 2022.
The parties may also agree to make mid-term recommendations.

COMMON MEASURES – INTER-ROUND



- Create a **national inter-round committee on improving dispute resolution mechanisms, settlement of grievances and arbitration and medical arbitration** to consider:
 - Introduction of a mediation-arbitration mechanism into the collective agreement;
 - Prior disclosure of evidence;
 - Operation of the Registry and appropriateness of submitting grievances to arbitration pursuant to section 100 of the *Labour Code*;
 - Review of the grievance procedure, including the summary procedure in particular;
 - Review of the medical arbitration process with respect to medical arbitrators' mandates, appointment and specialities, the transmission of information and the recovery period;
 - Any other subject agreed to by the parties.
- The committee is to make recommendations to the bargaining parties by June 30, 2022. The parties may also agree to make mid-term recommendations.

- **Creation of a national inter-union inter-round committee to review the procedure for modifying the *List of job titles, job descriptions and salary rates and scales*:**
 - All provisions of the procedure for modifying the *List of job titles, job descriptions and salary rates and scales*;
 - The operating procedure of the national jobs committee;
 - The procedures for evaluating jobs;
 - The arbitration procedure set out in Article 31 of the national provisions of the collective agreement;
 - Submit a report and recommendations to the bargaining parties by June 30, 2022;
 - Possibility of joint recommendations being implemented during the term of the collective agreement.

National joint committee on employees working in certain regions with labour shortages

In order to:

- Find **solutions for institutions dealing with labour shortages** for certain classes:
 - Class 1 employees working in Îles-de-la-Madeleine;
 - All employees working in Nunavik (region 17) and the Terres-Cries-de-la-Baie-James (region 18).

COMMON MEASURES – INTER-ROUND



*National joint committee on employees working in certain regions with labour shortages
(continued)*

In order to:

- Document and analyse attraction and retention problems;
- Agree on projects;
- Make recommendations to the bargaining parties on structural measures:

For regions 17 and 18, these recommendations will focus on:

- Review of the annual interim allowance for employees working in an institution in the Far North;
- Implementation of employee training on Indigenous realities, including trainer remuneration measures.

From April 1, 2021 to March 30, 2023, a non-recurring budget of \$1 million per fiscal year will be available for the projects.

- **Pay retroactivity** for Specialty Nurse Practitioner Candidates who have passed OIIQ specialist certificate exams, as of the date of the employee's exams or the date they began working.
- Stipulate that as of the effective date of the collective agreement and until March 30, 2023, the MSSS will provide an annual **national budget equal to 0.03% of the Class 1 payroll** for **Specialty Nurse Practitioners** for training and skills development. The budgets will be allocated by the MSSS to each institution based on their Specialty Nurse Practitioner staff numbers.

Upgrading of positions for part-time employees

- Stipulate that positions for part-time employees have a minimum of fourteen (14) shifts per twenty-eight (28) days (*Appendix V*)
- Add an exemption to the incumbency process in *Appendix V*:
"An employee taking full-time studies at a recognized educational institution in the same discipline or a discipline related to the discipline stated in their job title."

Introduce a **letter of agreement** concerning the **addition of staff, upgrading of positions to full-time**, certain terms and conditions for making **full-time attractive** and for the use of **overtime (OT)**, **availability** outside normal working hours and **independent labour**

- Add 1,000 FTEs in public and private CHSLDs under agreement
- Add 500 FTEs at 24/7 services with priority to medicine-surgery
- Voluntary upgrading to full-time
- 9/14 evening shift
- Attraction-retention premium for employees in a full-time position who work the evening, night or rotating shifts
- Implement and monitor the letter of agreement

Letter of agreement (continued)

Voluntary upgrading to full-time

▪ **Targets:**

- 80% for CHSLD and emergency services and obstetrical care (mother-child) units;
- 70% for other 24/7 services.

▪ **Within 60 days of the effective date of the collective agreement, simultaneously:**

- Post all vacant full-time positions in the target services;
- Offer all part-time employees the opportunity to upgrade to full-time in the same position, service and shift.

Letter of agreement (continued)

Voluntary upgrading to full-time (continued)

- If the target is not reached within eight (8) months of the effective date of the collective agreement, initiate a new upgrading process.
- Then, if the target is not reached within eighteen (18) months of the effective date of the collective agreement, initiate a new upgrading process.
- Once the full-time percentage target has been met across all target services per job group in the institution, ensure that the percentage is maintained.
- The FSSS-CSN undertakes to recommend the upgrading process to its affiliated unions in order to reach the targets for the services concerned, notwithstanding any local and national provisions in the collective agreement or any individual agreements.

Letter of agreement (continued)

9/14 evening shift

- Under a local arrangement, allow an employee holding a full-time position whose regular work week is spread over five (5) days and who works a steady evening shift in a 24/7 service, to convert a portion of the enhanced evening premium into paid time off in order to have a schedule of nine (9) days per fourteen (14)-day period, provided that such an arrangement does not entail any additional cost.
- An employee who wants to have a schedule of nine (9) days of work per fourteen (14)-day period for twenty-four (24) fourteen (14)-day periods obtains one (1) paid day off per fourteen (14)-day period:
 - By converting nine (9) statutory holidays and three (3) days of sick leave into paid time off for twelve (12) fourteen (14)-day periods;
 - And by converting part of the enhanced evening shift premium into paid time off for the equivalent of twelve (12) days for twelve (12) fourteen (14)-day periods.
- The conversion of the enhanced evening premium to paid time off is calculated as follows:
 - 6% equals twelve (12) days.

Letter of agreement (continued)

Attraction-retention premium for employees in a full-time position who work the evening, night or rotating shifts

- For an employee in a full-time evening or night position in a 24/7 service
 - A premium for each hour worked:
 - Evening shift – up to 4%**
 - 3% as of the effective date of the collective agreement
 - 1% upon meeting the target of 70% of full-time positions per institution for 24/7 services
 - Night shift – up to 2.5%**
 - 2% as of the effective date of the collective agreement
 - 0.5% upon meeting the target of 70% of full-time positions per institution for 24/7 services
 - The premiums expire March 30, 2023.

Letter of agreement (continued)

Implementation and monitoring of the letter of agreement

▪ **Local implementation and monitoring**

The labour relations committee is tasked with monitoring implementation of the **letter of agreement**.

With respect to the use of independent labour, availability outside normal working hours and OT:

- The committee monitors the use of OT, availability outside normal working hours and independent labour;
- The committee agrees on relevant information to be provided to the union so that the union can analyse the situation;
- As part of this process, where applicable, each party proposes alternatives or suggestions with respect to the use of OT, availability outside normal working hours and independent labour, particularly the use of independent labour on the day shift.

Letter of agreement (continued)

Implementation and monitoring of the letter of agreement (continued)

■ National implementation and monitoring

The parties undertake to work collaboratively with the MSSS to identify best practices and innovations on issues related to the retention of Class 1 personnel, recruitment, and full-time staff targets.

■ Creation of a national joint committee tasked with:

- Stipulating and evaluating labour indicators, in particular, rates of absenteeism, of OT and of
- use of independent labour, and availability outside normal working hours;
- Monitoring implementation of the letter of agreement;
- Monitoring and evaluating OT practices and utilization, use of independent labour and availability outside normal working hours, and identifying ways to reduce their use;
- Making recommendations to the bargaining parties;
- Producing a final report on the committee's work by SMSS December 31, 2022.

- **Attendance premium for weekend shifts for employees holding a full-time position**

Stipulate in clause 9.08 that for full-time Class 1 employees in a 24/7 service who work all the weekend shifts on their schedule, the weekend premium will be increased from 4% to 8%.

- **Renew Letter of Agreement No. 30** regarding professional supervision of newly-hired nursing and cardio-respiratory care personnel until March 30, 2023.

Increase the number of hours in the work week

- In the *List of job titles, job descriptions and salary rates and scales*, increase the number of hours for **Speciality Nurse Practitioner** and **Specialty Nurse Practitioner Candidate to 40 hours** per week;
- In the *List of job titles, job descriptions and salary rates and scales*, increase the number of hours in the regular work week **to 37.5 hours for all Class 1 job titles**. This increase applies to employees whose regular work week is currently less than 37.5 hours;
- For **Clinical Perfusionists**, **reduce the specific critical care premium** and the enhanced specific critical care premium **by 2%**.

Remove the provisions in Letter of Agreement No. 43 (regarding overlapping periods between shifts of work for certain employees) for Class 1 personnel.

Supervision and training premium for Clinical Perfusionists

- Create a new premium of 10% of hourly pay for employees who hold the job title Clinical Perfusionist and who supervise the work of at least four (4) Clinical Perfusionists and participate in their training.

Allow employees who hold a **bachelor's degree in nursing** to be **automatically reclassified** as Nurse Clinician, if they undertake to perform the duties of that job title.

Amend **Appendix N** - Special conditions for employees with a nursing job title requiring an undergraduate university degree, as follows:

- Stipulate that the term "academic training" refers to academic training relevant to the profession practiced, in addition to the undergraduate university degree set out in the academic requirements in the *List of job titles, job descriptions and salary rates and scales*;
- Stipulate that an employee who holds a master's degree beyond the requirements in the *List of job titles, job descriptions and salary rates and scales* receives an additional 1.5% of their hourly pay after completing one (1) year or more at the top echelon.
- Stipulate that an employee who holds a doctoral degree beyond the requirements in the *List of job titles, job descriptions and salary rates and scales* receives an additional 1.5% of their hourly pay for each full year worked at the top echelon, to a maximum of 3%.

Ministerial directive not written into the agreement and pertaining to staff deployment

- Within six (6) months of the signing of the collective agreement, the MSSS undertakes to issue a ministerial directive not written into the agreement and pertaining to the deployment of nursing and cardio-respiratory staff in public or private CHSLDs under agreement.

The MSSS agrees to first consult with the FSSS-CSN.

- The purpose of the staff deployment is to add Class 1 clinical resources to the current care team in order to meet an annual target of 470 to 500 care hours per bed in CHSLDs.

Introduce a **letter of agreement** on the implementation of pilot projects on the following issues:

- **Knowledge transfer upon the retirement** of certain employees working in emergency services (\$0.08 million).
- **Self-management of schedules** (\$0.15 million)
- National joint monitoring committee



Lump sum paid to Nursing Assistant and Nursing Assistant Team Leader positions

- A **lump sum** is paid to employees holding **Nursing Assistant** and **Nursing Assistant Team Leader** positions whose pay scale rate is less than the flat rate for ranking 9.
- The lump sum equals the **difference between the flat rate for ranking 9 and the hourly pay rate for employees at echelons 1 or 2.**
- The lump sum is paid throughout the year, at each pay period and for each paid hour for the Nursing Assistant or Nursing Assistant Team Leader position. It will be adjusted based on the employee's progression on the pay scale.
- The lump sum is not contributory or eligible for pension plan purposes. Premiums calculated as a percentage do not apply to this lump sum.

Applicable ranking for the job title Specialty Nurse Practitioner

- Ranking 28 applies to the job title Speciality Nurse Practitioner, effective January 25, 2021.

CLASS 1 – Agreement outside the collective agreement



Agreement on recognition of health care professionals following resumption of activities, in view of offloading resulting from the pandemic

- Class 1 employees receive a premium of 3.5% of their basic hourly pay plus, where applicable, the supplement and additional pay stipulated in **Article 2 of Appendix O** and **Article 5 of Appendix N** for the period between the date of signing of the collective agreement and March 30, 2023.
- Clinical Perfusionist employees working at CHU Ste-Justine between March 13, 2020 and the date of signing of the collective agreement receive a lump sum of \$6,000 prorated to the pay periods during which they worked full-time.
- The lump sum will be included on the pay for the pay period that includes the day that falls 30 days after the effective date of the collective agreement.

CLASS 1 – Agreement outside the collective agreement



Agreement on grievances concerning the application of ministerial decrees or orders made pursuant to section 118 of the *Public Health Act*:

- Drop all grievances challenging the application of ministerial decrees or orders made pursuant to section 118 of the *Public Health Act*, for all Clinical Perfusionists.
- File no new grievances as of the date of signing of the agreement.
- Give the employer full, general and final release.

CLASS 1 – Agreement outside the collective agreement



Agreement on grievances concerning the application of ministerial decrees or orders made pursuant to section 118 of the *Public Health Act* (continued)

National joint mediation committee:

- Within 45 days of the committee's creation, compile all grievances filed with institutions or other bodies challenging the application of ministerial decrees or orders affecting Class 1 employees;
- Collaborate on finding satisfactory solutions for settling the disputes in question;
- Convey to the local parties all guidelines agreed to by the committee for settling the disputes in question.

Once the disputes are settled, the FSSS-CSN undertakes, on behalf of all of the relevant affiliated unions, to withdraw all challenges covered by the agreements.

Specific critical care premium and enhanced specific critical care premium

- Amendment to clause 9.15 regarding the specific critical care premium and enhanced specific critical care premium to add **obstetrical care (mother-child) units** that provide 24/7 services.

Creation of a premium for Class 1 and Class 2 certain job titles at CHSLDs

▪ Job titles in the following groups:

- Beneficiary attendant
- Nurse clinician or nurse practitioner
- Nurse
- Nursing assistant
- Respiratory therapist

▪ In the following activity centres or sub-centres:

- Nursing care for persons with reduced independence
- Assistance care for persons with reduced independence
- Residential and long-term care unit for adults with a psychiatric diagnosis;
- Long -term nursing care – clients formerly in psychiatric institutions;
- Long -term assistance care – clients formerly in psychiatric institutions;
- Long-term nursing care – other clients with a psychiatric diagnosis
- Long-term assistance care – other clients with a psychiatric diagnosis

Creation of a premium for Class 1 and Class 2 certain job titles at CHSLDs (continued)

- Eligibility for this premium is determined according to the hours worked by the employee holding the job title.
- This premium will be paid on the hours actually worked in a residential and long-term care centre (CHSLD) as well as on authorized paid absences from such work.
- The groups of job titles covered are removed from Letter of Agreement No. 40, “Regarding employees working with clients in residential and long-term care centres.”

Creation of a premium for Class 1 and Class 2 certain job titles at CHSLDs (continued)

- **An hourly premium of \$1.43** (for employees working part-time)
- **An enhanced hourly premium of \$1.91** (for employees working full-time)
 - The amounts of the premium and of the enhanced premium will be recalculated at the time that the collective agreement is signed, so that they equal 6% and 8% of the single rate for rank 9 in effect at the time that the premiums come into effect.
- **These premiums apply to any hours actually worked in a covered activity centre or sub-centre, including overtime hours and hours of authorized paid absences.**

CLASSES 2, 3 and 4



- **Modify the premium for team leader and assistant team leader** so that it is retained **only for employees in classes 2 and 3**, except for Class 3 technicians and professionals.
- **Increase the premium for team leader and assistant team leader** by 17.13%.
- Introduce a daily premium of **2%** of pay for employees in classes 2, 3 and 4 when they are assigned to **supervise one or more interns** in an internship that is part of an academic program.

This premium cannot be combined with the coordination premium and cannot be paid to employees whose job description includes training or teaching.

CLASSES 2 and 3



- Increase the **human resources development budget** in article 13 for classes 2 and 3 from **0.38%** to **0.50%** of total payroll.

- Pay employees in Class 2 who are assigned to supervision or rehabilitation of clients in youth centres, including the Direction de la protection de la jeunesse (DPJ), any recurring premium agreed to for the Class 4 employees, and make concessions in exchange if applicable.
- The following units are excluded:
Litigation, background research and reunification, family mediation and the university education system.

Creation of the following job titles:

- Intervention officer in psychiatric settings – team leader
- Medico-legal intervention officer – team leader
- Intervention officer – team leader

These job titles will be assigned rank 9.

Specify that **a meal is provided free of charge** to employees in the **intervention officers group** when they are required, in the course of their duties, to have a meal with users.

Increase the work week to **36.25 hours** for the **rehabilitation assistant** and **medico-legal intervention officer** job titles, and to **37.5 hours** for the **intervention officer in psychiatric setting** job title.

- This proposal applies to employees who are currently working less than the above hours.
- Notwithstanding clause **8.22 of the national provisions of the collective agreement**, this increase can be effected without a local agreement.

Creation of the of beneficiary attendant team leader job title

This position title will be given a single rate at rank 10.

Description: “Person who, while working as a beneficiary attendant, coordinates the activities of a group of beneficiary attendants. This person also sees to their training, focused on learning and integration of knowledge, including methods for moving patients safely, infection prevention and control, and the relational approach to care.”

Elimination of the of beneficiary attendant (“A” certification) job title

Employees who have the beneficiary attendant (“A” certification) job title are moved to the beneficiary attendant job title as of the date that the agreement in principle is signed.

Revision of job descriptions for beneficiary attendants (PABs) and health and social services aides (ASSSs)

Beneficiary attendant:

Person who is part of the care team and who provides assistance care related to activities of daily living. Sees to the hygiene, well-being and monitoring of the users. Sees to the comfort, general needs and activities of the users within a safe environment. Assists them in their movements, transports them and may also accompany them outside the institution;

Provides basic care to users and informs the health care team about users' health status and behaviour;

May install certain devices for which she/he has received the proper training. May ensure the availability, maintenance and proper functioning of equipment and material. Moves equipment, collected samples and medical records.

Revision of job descriptions for PABs and ASSSs (continued)

Health and social services aide:

Person who, in a home, residence, group home or similar setting, performs a set of tasks for the purpose of supporting and assisting the user and his or her family or of compensating for incapacities in performing activities of daily living or home life. Also encourages the integration and socialization of the user in individual and community activities;

Sees to the hygiene, well-being, comfort, monitoring and general needs of users. Installs certain devices and provides certain invasive or non-invasive forms of care to assist in activities of daily living, for which she/he has been trained. May distribute and administer medication. May prepare meals and perform domestic work;

Informs the team members and supervisors of her/his observations on the needs of the user and his or her family. In collaboration with the other workers, participates in identifying the user's needs, in developing the service plan or intervention plan and in carrying it out.



Creation of a **working committee on stabilization of PAB and ASSS team s**

PABs working in residential and long-term care centres (CHSLDs):

- Propose potential solutions to promote and encourage stabilization of the teams of PABs working in CHSLDs. The national parties agree to discuss guidelines to be provided to the local level to ensure that PABs can be given full-time positions;
- Monitor and analyze staffing levels and additions of staff in order to document the effects on the care and services provided in CHSLDs, as well as on work organization, working conditions and the care teams;
- Monitor and analyze the various indicators.

ASSSs providing support in the home:

- As appropriate, propose the addition of staff to the structure of positions for ASSSs;
- Document and evaluate the issues experienced by ASSSs in connection with clients living at home, in particular as regards the organization of work and working conditions;
- As appropriate, propose incumbency for ASSSs providing in-home support;
- Explore other possibilities for improving the availability of ASSS staff in accordance with the needs of the health and social services system.

The working committee will make joint or non-joint recommendations within 12 months following the date that the collective agreement comes into effect.

The MSSS undertakes to submit draft amendments to the List of Job Titles for the following titles:

- 2101 – Administrative technician
 - 2102 – Contributions technician
 - 2123 – Computer technician
 - 2124 – Specialized computer technician
 - 2333 – Graphic arts technician
 - 2369 – Electronics technician
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- An employee who has a Diploma of College Studies (DEC) combined with a relevant undergraduate university certificate or a relevant Attestation of College Studies (AEC) of 800 hours or more combined with relevant experience in the field can access these job titles.
 - For the specialized computer technician job title, the required four (4) years of experience is maintained and the phrase “the equivalence of which is recognized by the appropriate authority” is deleted.
 - An employer, a union group or a union may ask the MSSS for an exemption in order to recognize an Attestation of College Studies with fewer than 800 hours.



Creation of a paralegal job title

This job title will be assigned rank 14.

CLASS 3 – Emergency departments



- Grant employees with the job titles of **medical secretary** or **administrative officer, Classes 1 to 4, who work in emergency departments a premium of \$195.00 for every 400 hours** actually worked.
Hours actually worked include overtime but exclude annual leave, sick leave and other paid absences. The premium is paid when the specified number of hours is worked, and no pro rating is done for the payment of this premium.
- **Increase** staffing of all **Class 3 job titles** working in **emergency** departments by **300 FTEs**.

Amendment to the List of Job Titles to **add the possibility of a 40-hour work week** for the following job titles:

- Computer analyst
- Specialized computer analyst
- Computer technician
- Specialized computer technician
- Data processing operator, Class I
- Data processing operator, Class II

Within 60 days of the date that the collective agreement comes into effect, **offer** any employee holding a full-time or part-time position the opportunity to upgrade the normal work week for this position to 40 hours.

*Amendment to the List of Job Titles to **add the possibility of a 40-hour work week** (continued)*

When the normal work week for a full-time or part-time position is upgraded to 40 hours, that becomes the normal work week for that position permanently.

Within sixty (60) days of the expiry of the collective agreement, the employee can choose to:

- keep the normal work for his or her position at 40 hours;

or

- make the normal work week for his or her position or assignment what it was before the upgrade.

These terms and conditions expire on March 30, 2023.

This increase can be effected without any local agreement.

Pilot project to standardize the tests used to evaluate whether candidates for positions with the job titles of Administrative officer, Class 2 (administrative and secretarial sectors) have the required qualifications:

- Determine the number and content of the evaluation tests required;
- Have the evaluation tests and correction sheets prepared;
- Set up a distribution platform;
- Proceed with implementation, after consultation and collaboration with the local union;
- Provide for follow-up and sharing of information among the parties.

A non-recurring budget of \$75,000.

In accordance with the terms and conditions set out in Letter of Agreement No. 31 and with the recommendations made by the bargaining parties to the MSSS and approved by it, the MSSS is developing a **reference framework** and **task descriptions** for the job titles of administrative officer (Classes 1, 2, 3 and 4, administrative and secretarial sectors), medical secretary, executive assistant and administrative technician.

Within six (6) months of the date that the collective agreement comes into effect, the MSSS will submit the reference framework and task descriptions to the FSSS-CSN for comment before they are sent to the institutions.

Medical secretaries

- An employee with the job title of **medical secretary** starts receiving a **3% premium** as of the date that the collective agreement is signed, and continues to do so through March 30, 2023.
- This premium applies to the pay rate as well as to the provisions of the collective agreement that provide for pay to continue during certain absences.
- The percentage of this premium is reduced by any pay adjustment related to a settlement or a decision by the CNESST or other body concerning pay equity complaints, up to a maximum of 3%.

- **Eliminate the professional coordination premium (Appendix G) and replace it with a 5% responsibility premium**
 - For an employee who is entrusted with supervision of and responsibility for a group of at least four (4) employees, regardless of their job titles or the class of personnel to which they belong.
 - The responsibility premium is applicable to employees who are Class 3 technicians or professionals (codes 1000 and 2000) as well as to Class 4 employees.
 - This premium cannot be paid to employees whose job description includes responsibility for supervision and coordination.

- **Interim annual allowance for employees working for an institution in the Far North**

Modification of the interim annual allowance provided for in **Letter of Agreement No. 37 regarding employees working for an institution in the Far North**, so as to specify the following levels:

- Level 1: less than one year of continuous service in an institution in the Far North
- Level 2: Between one (1) and three (3) years of continuous service in an institution in the Far North
- Level 3: Three (3) or more years of continuous service in an institution in the Far North

The cost of this change will be deducted from the budget provided by the national joint committee for employees working in areas facing labour shortages.

Amendment to articles 11 and 12 of Appendix C (*Special conditions for technicians*), clauses 5.20 and 5.21 of Appendix G (*Appendix for professionals*) and articles 3 and 4 of Appendix J (*Special conditions for social assistance technicians*) so as to **eliminate the requirement to work at least three (3) hours to receive the critical care premium**, including the enhanced premium, and the **specific critical care premium**, including the enhanced premium.

Renew Letter of Agreement No. 58 (regarding the development of the professional practice of health and social services technicians and professionals) and **enhance it by 0.03% to provide a budget equal to 0.28%** of total payroll.

Amendment to the List of Job Titles to add the **possibility of a 37.5 hour work week** for the following job titles:

- Social worker
- Educator
- Human relations officer
- Specialized education technician
- Psychologist
- Psychoeducator

Within 60 days of the date that the collective agreement comes into effect, **offer** any employee who holds a full-time or part-time position the opportunity to upgrade the normal work week for this position to 37.5 hours.

*Amendment to the List of Job Titles to **add the possibility of a 37.5 hour work week** (continued)*

When the normal work week for a full-time or part-time position is upgraded to 37.5 hours, that becomes the normal work week for that position permanently.

Within sixty (60) days of the expiry of the collective agreement, the employee can choose to:

- keep the normal work for his or her position at 37.5 hours;

or

- make the normal work week for his or her position or assignment what it was before the upgrade.

These terms and conditions expire on March 30, 2023.

This increase can be effected without any local agreement.

Incumbency process for certain job titles

The employer will proceed with incumbency for employees who have the following job titles and hold positions comprising at least twelve (12) work shifts per twenty-eight (28) days:

- Social worker
- Educator
- Human relations officer
- Specialized education technician
- Psychologist
- Psychoeducator

Exclusions from incumbency process:

- Job titles with 20 FTEs or less per bargaining unit.

Incumbency process for certain job titles (continued)

Employees who meet one of the following criteria may opt out of the incumbency process:

- pursuing full-time studies in a discipline that is the same as or related to the discipline stated in their job description;
- hold a position in another institution in the health and social services system or the education system;
- carry a teaching load;
- age fifty-five (55) or older.

The local parties may agree on other exclusions.

Create a **national joint committee on the workloads of Class 4 personnel.**

To document employees' conditions of practice, this committee will be charged with evaluating workloads, on the basis of indicators agreed to by the parties.

CLASS 4 in youth centres



Introduce a **letter of agreement** regarding **addition of staff, stabilization of teams**, and support and **recognition** of workers in **youth centres**, including the Direction de la protection de la jeunesse:

- Add 500 FTEs
- Incumbency process
- Youth Centre premium
- Pilot projects
- Implementation and follow-up

** The following units are excluded: Litigation, background research and reunification, family mediation and the university education system.*

CLASS 4 in youth centres



Letter of agreement regarding addition of staff (continued)

Incumbency process

The employer will proceed with incumbency for employees who work with youth-centre clients in positions that comprise at least twelve (12) work shifts per twenty-eight (28) days.

Exclusions from incumbency process:

- Job titles with 20 FTEs or less per bargaining unit.

Employees who meet one of the following criteria may opt out of the incumbency process:

- pursuing full-time studies in a discipline that is the same as or related to the discipline stated in their job description;
- hold a position in another institution in the health and social services system or the education system;
- carry a teaching load;
- age fifty-five (55) or older.

The local parties may agree on other exclusions.

CLASS 4 in youth centres



Letter of agreement regarding addition of staff (continued)

Youth Centre premium

The CPNSSS agrees to pay employees in youth centres, including the DPJ, any recurring and non-recurring premiums and associated benefits that are agreed to with a union organization representing employees in the health and social services system, and to make any concessions agreed to in exchange.

Implement **three (3) local pilot projects**, with non-recurring funding for the life of the collective agreement:

- 1) joint psychosocial intervention
- 2) key case worker
- 3) community of practice

A budget of \$89,000 is available to carry out these pilot projects.

Letter of agreement regarding addition of staff (continued)

Local implementation and monitoring

The local labour relations committee is assigned the following mandates for the life of the present letter of agreement:

- monitor the implementation of the pilot projects and the incumbency process provided for in the present letter of agreement, taking the selected indicators into account;
- report to the national joint committee by September 30, 2022.

National implementation and monitoring

Form a national joint committee charged with:

- Analyzing the effects of the measures provided for in the present letter of agreement.
- Providing and evaluating work-force indicators, such as rates of absenteeism, of overtime and of use of independent labour.
- Making recommendations to the bargaining parties and producing a final report by December 31, 2022.

Questions