Tentative agreement Sectoral table

General assemblies

January and February 2024





Content of the tentative agreement

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- Independent labour
- Regional measures
- Definition of service
- National inter-round working committees
- Other measures specific to personnel classes

You can read the complete presentation on our Web site in the article : Information meeting – Pay equity settlement



HR development plan and knowledge transfer

- 1. Increase the human resources development budget for Class 3 personnel
- 2. New annual training and coaching budget for employees with less than 2 years of practice (classes 1, 2 and 4
- 3. The human resources development budget provided for in paragraph 13.01 of the Class 3 collective agreement for office personnel and administrative technicians and professionals will be 0.55% of payroll



Add a Letter of Agreement on self-management of work schedules

Team composition

The process of self-management of work schedules (hereafter "self-scheduling") includes employees
holding positions with the same job title. This process also includes employees with the job title who are
part of the float team and part-time casual employees when they are assigned to the self-managed service
or unit of care for the duration of the schedule period.



Before self-scheduling is introduced for a job title in a service or unit of care, the employer notifies the local union that self-scheduling is being adopted. The local union can ensure that the self-scheduling team voluntarily subscribes to this model.

The main steps in self-scheduling include:

- Identification and communication of guidelines by the manager regarding needs of the activity centre and number of staff required;
- Establishment of the schedule, including the following steps:
 - Step 1: Indicate preferences for hours associated with each position, leave, addition of availability and non-availability, scheduling of on-call duty times, open shifts, at regular time;
 - Step 2: Add overtime shifts on a voluntary basis;
 - Step 3: Fill remaining needs in accordance with the local provisions of the collective agreement;
 - Posting of schedules according to the terms and conditions set by the team.



Notwithstanding the foregoing, if this process does not work out, the self-scheduling team can return to a model whereby preferences are indicated in accordance with the local provisions of the collective agreement until the next scheduling period.

The self-scheduling team and the manager must ensure that employees who arrive mid-schedule are added to the schedule.



Self-scheduling employees can voluntarily arrange their own work schedule, including the following options:

- Choose to have a regular work day of more than 8 hours
- Choose a schedule that does not have the minimum 16-hour interval between 2 shifts during a shift change
- Exchange shifts within the current schedule
- Work more than one weekend out of two
- Choose another arrangement of hours or regular work week
- Work more than 5 consecutive days



Notwithstanding the voluntary nature of self-scheduling, this model cannot result in a change in the constituent elements of the position for a member of the self-scheduling team or reduce the number of hours for that position.



The labour relations committee is mandated to implement this Letter of Agreement and to monitor its application.

The national parties agree to mandate the permanent national negotiating committee to discuss issues encountered by the parties.



Letter of Agreement on self-scheduling to recognize work attendance

- Employees in the 4 personnel classes working in self-scheduling services and job titles that provide 24/7 service
- Lump-sum payment of up to \$300 per month
 - The employee receives a lump sum of \$100 when they work the equivalent of a full-time schedule in an initial 2-week period
 - The employee receives a lump sum of \$200 when they work the equivalent of a full-time schedule in a second consecutive 2-week period
- At the end of the period of 4 consecutive weeks, an employee who maintains the conditions of eligibility may again receive the above-mentioned lump sums, in the same sequence
- The lump-sum payment is prorated to regular hours worked during the reference period
- This measure will expire on March 30, 2028



Work-time arrangements

- 1. 4-day schedule (Appendix P)
- 2. Atypical schedules (Appendix Y)
- 3. 9/14 evening schedule for Class 1 (Letter of Agreement #35)
- 4. Day, evening, night and shift rotation schedule (Letter of Agreement #36)
- 5. New work-time arrangements for self-scheduling teams
- 6. Addition of a new weekend schedule with an increased premium
- 7. An added mandate for the Labour Relations Committee



Work-time arrangements

An added mandate for the Labour Relations Committee

This Committee is mandated to monitor the implementation and application of the work-time arrangements.



Displacement

Voluntary displacements

- A new article in the collective agreement provides for lump sum payments to employees who volunteer for an intra- or inter-institutional displacement.
- Voluntary temporary displacements of employees away from their home base are subject to the local and national provisions of the collective agreement of the employee's home institution.
- Employees thus continue to receive all of their applicable working conditions and remuneration.
- Employees affected by such displacements may not receive more than one lump sum payment provided for in this article per day.
- Lump sum payments provided for in this article are not contributory amounts and are not eligible for pension plan purposes.



Displacement

Intra-institutional displacement

Employees who agree to a temporary displacement to one of the employer's institutions located 20 to 100 kilometres from their home base are entitled to a lump sum payment of \$50 per day, on top of the moving allowances provided for in the collective agreement.

If the institution is not accessible by vehicle, the lump sum payment in the above paragraph applies even if it is located less than 20 kilometres away.

If the facility is located 100 kilometres or more from the home base, the lump sum payment provided for in the above paragraphs is increased to \$100.



Displacement

Inter-institutional displacement

Employees who agree to a temporary displacement to a facility of another institution less than 100 kilometres from their home base are entitled to a lump sum payment of \$50 per day, on top of the moving allowances provided for in the collective agreement.

If the facility is located 100 kilometres or more from the home base, the lump sum payment provided for in the above paragraphs is increased to \$100.



Overtime

- 1. Rate for full overtime shifts 200% worked on weekends increased to double time
- 2. Conversion of overtime on weekend shifts to paid time off
- 3. Available full-time employees get priority for voluntary overtime
- 4. The minimum interval between 2 shifts cannot be an obstacle to work-time arrangements and selfscheduling



Overtime

Rate for full overtime shifts worked on weekends increased to double time

- In 24/7 services
- For full shifts on weekends and after the regular work week
- For employees in all four personnel classes
- Must keep to work schedule 7 days before and 7 days after the overtime shift
- Absences for the following reasons will not be penalized:
 - scheduled annual leave
 - statutory holidays
 - union leave (internal and external)
 - conversion of premiums
 - floating days off
 - parental leave, including pregnancy-related medical appointments
 - scheduled time off under work-time arrangements or special agreements (e.g. 9/10 schedule, 4/32 schedule, etc.)
 - personal leave

Overtime

Available full-time employees get priority for voluntary overtime

Notwithstanding any local provisions to the contrary, if overtime is necessary, the employer must offer it first to available full-time employees and to part-time employees who offer and respect full-time availability, on a rotating basis, so as to distribute overtime equitably among these employees who normally perform the work in the service.

Minimum interval between 2 shifts

Add the following subparagraph to paragraph 8.09 of the collective agreement:

• The minimum interval between 2 shifts cannot be an obstacle to work-time arrangements and self-scheduling.



Workplace premiums

- 1. Critical care premium
- 2. Specific critical care premium
- 3. Youth centre premium
- 4. Premium for serious behavioural disorders
- 5. Psychiatry premium
- 6. Premium for Class 3 personnel working in emergency departments
- 7. Premium for continuous-assistance residences
- 8. CHSLD premium and lump sum
- 9. Special conditions for prison settings
- 10. Premium for sorting soiled linen
- 11. Updated lists of facilities in appendices A, R and T



Critical care premium

2021-2023 collective agreement	Tentative agreement
12% premium	Level 1 – 15%
Enhanced 14% premium*	Level 2 – 14%
 * For employees who offer and respect 16/28 availability 	Level 3 – 10%
	Level 1 – paid for 70 hrs or more Level 2 – paid for 42 hrs to less than 70 hrs Level 3 – paid for less than 42 hrs

Specific critical care premium

2021-2023 collective agreement	Tentative agreement
6% premium	Level 1 – 10%
Enhanced 7% premium*	Level 2 – 7%
 * For employees who offer and respect 16/28 availability 	Level 3 – 6%
	Level 1 – paid for 70 hrs or more Level 2 – paid for 42 hrs to less than 70 hrs Level 3 – paid for less than 42 hrs

Psychiatry premium

2021-2023 collective agreement	Tentative agreement
Weekly premium of \$21.27 as of April 1, 2022	Level 1 – 3.5% Level 2 – 2.25% Level 3 – 1% <i>Level 1 – paid for 70 hrs or more</i>
	Level 2 – paid for 42 hrs to less than 70 hrs Level 3 – paid for less than 42 hrs

Premium for Class 3 personnel in emergency rooms

2021-2023 collective agreement	Tentative agreement
\$195 lump sum per 400 hours actually worked	Level 1 – 2.5% Level 2 – 1% Level 3 – 0.5%
	Definition of levels Level 1 – paid for 70 hrs or more Level 2 – paid for 42 hrs to less than 70 hrs Level 3 – paid for less than 42 hrs

Workplace premiums

For all the previously described workplace premiums:

- The premium is based on hours actually worked in a covered workplace, including overtime hours and hours of authorized paid absences
- To determine eligibility for the various premium levels, only paid hours are taken into account, including authorized paid absences but excluding overtime, regardless of the workplaces and job titles in which the hours were worked



Soiled linen

Premium for sorting soiled linen

The parties agree to amend paragraph 9.13 as follows:

"An employee in a laundry service who is assigned on a continuous basis to sorting <u>or</u> dispatching soiled linen to the washing area receives, in addition to their pay, a weekly premium of..."

* This means a gain of more than \$60 per pay period



2021-2023 collective agreement	Tentative agreement
4% premium as per paragraph 9.07	Level 1 – 10%
Enhanced 8% premium as per paragraph 9.08	Level 2 – 7% Level 3 – \$1.94/hr
	Level 1 – paid for 70 hrs or more Level 2 – base Level 3 – minimum rate*
	* 7% applied to the last echelon in ranking 9

Example:

For a housekeeping attendant (heavy or light work) Ranking 3 (Class 2)

The current enhanced evening premium comes to approximately \$1.73 per hour.

- Level 1: \$2.29 per hour
- Level 2: \$1.94 per hour
- Level 3: \$1.94 per hour



Example:

For a beneficiary attendant Ranking 9, single rate (Class 2)

The current enhanced evening premium comes to approximately \$2.05 per hour.

- Level 1: \$2.72 per hour
- Level 2: \$1.94 per hour
- Level 3: \$1.94 per hour



Example:

For an Administrative Officer, Class 2 Ranking 8 + enhancement (Class 3)

The current enhanced evening premium comes to approximately \$2.00 per hour.

- Level 1: \$2.74 per hour
- Level 2: \$1.94 per hour
- Level 3: \$1.94 per hour



2021-2023 collective agreement	Tentative agreement
11%, 12% or 14% premium, depending on years of service, as per paragraph 9.07 Enhanced premium of 14%, 15% or 16%, depending on years of service, as per paragraph 9.08	Level 1 – 18% Level 2 – 14% Level 3 – \$3.88/hr Level 1 – paid for 70 hrs or more Level 2 – base Level 3 – minimum rate* * The hourly rates shown are indicative and based on the salary structure as of April 1, 2024. * 14% applied to the last echelon in ranking 9

Example:

For a housekeeping attendant (heavy or light work) Ranking 3 (Class 2)

The current enhanced night premium (10 years+) comes to approximately \$3.45 per hour.

- Level 1: \$4.12 per hour
- Level 2: \$3.88 per hour
- Level 3: \$3.88 per hour



Example:

For a beneficiary attendant Ranking 9, single rate (Class 2)

The current enhanced night premium (10 years+) comes to approximately \$4.10 per hour.

- Level 1: \$4.89 per hour
- Level 2: \$3.88 per hour
- Level 3: \$3.88 per hour



Example:

For an Administrative Officer, Class 2 Ranking 8 + enhancement (Class 3)

The current enhanced night premium (10 years+) comes to approximately \$4.00 per hour.

- Level 1: \$4.94 per hour
- Level 2: \$3.88 per hour
- Level 3: \$3.88 per hour



Weekend premium

2021-2023 collective agreement	Tentative agreement
4% premium Enhanced premium of 8% for Class 1 employees with a full-time position in a 24/7 service, on condition that they keep to their schedule between the start of the evening shift on Friday and the end of the night shift on Monday.	Level 1 – 9% Level 2 – 5% Level 3 – \$1.39/hr Leval 1 – paid for 70 hrs or more, work in a 24/7 service, and keep to the schedule between the start of the evening shift on Friday and the end of the night shift on Monday Level 2 – base Level 3 – minimum rate* * The hourly rates shown are indicative and based on the salary structure as of April 1, 2024. * 5% applied to the last echelon in ranking 9

Weekend premium

Example:

For a housekeeping attendant (heavy or light work) Ranking 3, last echelon (Class 2)

The current weekend premium comes to approximately \$0.86 per hour.

- Level 1: \$2.06 per hour
- Level 2: \$1.39 per hour
- Level 3: \$1.39 per hour



Weekend premium

Example:

For a beneficiary attendant Ranking 9, single rate (Class 2)

The current weekend premium comes to approximately \$1.03 per hour.

- Level 1: \$2.45 per hour
- Level 2: \$1.39 per hour
- Level 3: \$1.39 per hour



Inconvenience premiums

Schedule	70 hrs or more	70 hrs or more in a 24/7 service	Level 2: % of base	Minimum rate
Evening	10%	N/A	7%	\$1.94/hr
Night	18%	N/A	14%	\$3.88 / hr.
Weekend	N/A	9%	5%	\$1.39 / hr.

Inconvenience premiums

Inconvenience premiums are paid for hours actually worked under applicable conditions. They are considered or paid only when the inconvenience is experienced.

To determine eligibility for the various premium levels, only paid hours are taken into account, including authorized paid absences but excluding overtime, regardless of the shifts and job titles in which the hours were worked.



Seniority and personnel placement agencies

Letter of Agreement outside the collective agreement regarding a special process for recognizing the seniority of employees from personnel placement agencies, temporary employees and employees currently employed in the health and social services system

The parties adopt a special process for recognizing seniority 6 months after the creation of Agence Santé Québec. To do this, the parties agree to recognize "system" seniority pursuant to Article 12 of the national provisions of the collective agreement:

- a) For newly hired employees from a placement agency, from the date the collective agreement enters into force until the seniority recognition process:
 - Starting March 13, 2020 until 6 months after the creation of Agence Santé Québec, for the period during which the employee worked in health and social services system institutions on behalf of a personnel placement agency



Seniority and personnel placement agencies

(cont'd)

b) For other employees:

 During the seniority recognition process, accumulated seniority from past employment relationships with all health and social services system employers, provided no more than 1 year elapsed between each of the employment relationships

c) For employees with temporary status

- Employees who were hired as temporary employees and those who were hired as and are still temporary employees have all of their accumulated seniority since the start of their employment recognized in accordance with the rules set out in the collective agreement
- Each union affiliated with the FSSS-CSN agrees to settle grievances with respect to recognition of these employees' seniority, with no admission regarding recognition of temporary employee status.



Seniority and personnel placement agencies

Letter of Agreement regarding reduced use of personnel placement agencies and independent labour

The institutions agree to give preference to employees when assigning shifts before using placement agency personnel. Employees therefore have priority based on their regular and overtime availability.

Plan to bring agency staff and independent labour back to the public system

The local parties agree on measures to bring in agency personnel and independent labour currently assigned to the institution, particularly with respect to granting assignments and positions, so as to implement these measures by the deadlines set in the *Regulation respecting the use of personnel placement agencies' services and independent labour in the health and social services sector*, i.e.:



(cont'd)

- October 20, 2024 for the Capitale-Nationale, Montréal, Chaudière-Appalaches, Laval and Montérégie health and social service regions
- October 19, 2025 for the Saguenay–Lac-Saint-Jean, Mauricie and Centre-du-Québec, Estrie, Lanaudière and Laurentides health and social service regions
- October 18, 2026 for the Bas-Saint-Laurent, Outaouais, Abitibi-Témiscamingue, Côte-Nord, Nord-du-Québec, Gaspésie–Iles-de-Ia-Madeleine and Nunavik health and social service regions

The national parties agree to mandate the permanent national negotiating committee to discuss progress on these plans and any other topic related to this Letter of Agreement.



SPECIFIC MEASURES CLASS 2



Creation of ASSS team leader job title

Health and Social Services Aide Team Leader job title created (Class 2)

This job title will be assigned ranking 10, single rate



Creation of specialized pacification and security worker job titles

Specialized Pacification and Security Worker (ISPS) and ISPS Team Leader job titles created (Class 2)

- The 6 Intervention Officer and Intervention Officer Team Leader job titles are merged into 2 job titles
- The parties have agreed on ranking 10 for ISPS and ranking 11 for ISPS Team Leader
- The FSSS-CSN undertakes not to file any complaints seeking the reevaluation of these two job titles following the 2025 and 2030 pay equity audits and will inform its affiliated unions of this commitment
- If employees or unions do file complaints, the FSSS-CSN agrees not to represent them before the Commission or any other body that makes a decision on the complaint.

* A change in ranking from 8 to 10 for all job titles in the intervention officer group



SPECIFIC MEASURES CLASS 3



A Diploma of College Studies (DEC) combined with a relevant undergraduate university certificate recognized for the following job titles:

- Paralegal (2112)
- Communications technician (2275)
- Documentation technician (2356)
- Building technician (2374)
- Instrumentation and control technician (2379)



(cont'd)

A relevant Attestation of College Studies (AEC) of 800 hours or more combined with relevant experience in the field recognized for the following job titles:

- Paralegal (2112)
- Audiovisual technician (2258)
- Communications technician (2275)
- Documentation technician (2356)
- Electro-mechanics technician (2371)
- Building technician (2374)
- Mechanical fabrication technician (2377)
- Instrumentation and control technician (2379)



Elimination of Administrative Officer, Class 4 job titles (secretarial and administrative sectors) and reclassification of the affected employees to Administrative Officer, Class 3 job titles (secretarial and administrative sectors)

Employees covered by this measure will be automatically reclassified to one of two job titles: Administrative Officer, Secretarial Sector, Class 3 (5316) or Administrative Officer, Administrative Sector, Class 3 (5317), on the date the collective agreement comes into effect.



Letter of agreement on administrative officers and medical secretaries

Training and recognition of acquired competencies

- a) The national parties agree that each institution, in partnership with a school recognized by the relevant ministry, will facilitate a process of recognition of acquired competencies for currently employed administrative officers and medical secretaries who wish to develop their knowledge and competencies. Further, institutions will facilitate access to qualifying training dispensed by a school recognized by the relevant ministry, specifically for the purpose of the testing required under staffing processes and the evaluation of qualifications
- b) The national parties agree that each institution will promote the implementation of training and support projects to meet its administrative support needs
- c) Costs associated with such projects will be funded from the human resources budget provided in Article 13 of the national provisions



Letter of agreement on administrative officers and medical secretaries

(cont.)

Local monitoring of Letter of Agreement implementation

The labour relations committee provided for in Article 36 of the collective agreement is mandated to monitor the implementation of this Letter of Agreement.

- a) Annually evaluate administrative support development needs within the institution, and agree on the share of the budget, provided for in paragraph 13.01(c) of the national provisions of the collective agreement, to be used to ensure the implementation of this Letter of Agreement;
- b) Identify measures to promote and recognize the role of administrative officers and medical secretaries within the institution's various work teams;
- c) In collaboration with institution resource persons identified by the committee, support skills development for administrative officers and medical secretaries based on identified needs and the employees' expressed preferences.



Letter of agreement regarding administrative officers and medical secretaries

(cont'd)

(d) Agree on measures to support and facilitate the process for employees who so wish; to this end, the committee supports favourable conditions such as modulation of work schedules to facilitate access to the process for recognition of acquired competencies, access to qualifying training, and training projects.

(e) Produce a yearly report based on the following indicators:

- Number of employees who took advantage of the measures provided for in this Letter of Agreement and the job titles concerned;
- Number of transfers and promotions resulting from the application of this Letter of Agreement;
- Budget invested per institution;
- Other indicators agreed on by the parties.

The local parties will send their yearly report to the negotiating parties.

At any time, make recommendations related to the application of this Letter of Agreement to the permanent national negotiating committee provided for in article 33 of the collective agreement.



Letter of agreement regarding administrative officers and medical secretaries

(cont'd)

National follow-up

The permanent national negotiating committee is responsible for monitoring and evaluating the present Letter of Agreement based on the reports and recommendations received from the local parties.

The parties also agree to mandate the permanent national negotiating committee to discuss the contribution of administrative officers and medical secretaries to the health and social services system.



Information technology sector

- 1. Introduction of a new temporary premium
- 2. National working committee on the information technology (IT) sector



Information technology sector

Premium

A 7.5% premium on paid hours to recognize the performance of project coordination and monitoring duties by employees with the following job titles:

- Computer analyst (1123)
- Specialized computer analyst (1124)
- Computer technician (2123)
- Specialized computer technician (2124)

This new IT premium is non-recurring and expires on March 30, 2028. The premium is paid on the basis of paid hours per pay period. The budget for payment of this premium is \$3.59 million per year.



Information technology (IT) sector

Creation of a working committee

- Assess the appropriateness of instituting a mechanism for recognizing skills acquired in the workplace along with qualifying training to support the advancement on the salary scale of covered office personnel and administrative professionals and technicians;
- Evaluate measures that could be put in place to encourage flexible work schedules and access to telework;
- Analyze the effects of the new premium and consider the possibility of extending its application.



Professional orders

Add a Letter of Agreement regarding reimbursement of professional order dues for Class 3 personnel

50% of applicable dues payable to a professional order, up to a maximum annual amount of \$400, will be reimbursed, upon presentation of supporting documentation, by the employer to a Class 3 employee holding a full-time position with the number of hours listed for the job title, when membership in the professional order is a position requirement for the employee.



Agreement on local provisions

Definition of service (classes 1 to 3)

Article 2 in the local provisions of the collective agreements of unions affiliated with the FSSS-CSN is amended to include the following paragraph on the definition of a service:

"Set of specific, hierarchically organized activities constituting a distinct entity in terms of the institution's organizational structure, based on, among other things, the care or services provided to users, as determined by the employer."



Agreement on local provisions

(cont.)

Further, local provisions that do not allow a service to be distributed over more than one institution are amended to include the following paragraph:

"The employer may create services based in more than one institution if it promotes better organization of care and services or increases the accessibility of care and services, or when the specific nature of the care and services provided by a service justifies it."

These amendments to the local provisions shall not have the effect of modifying or rendering inoperative the other items in Article 2 or any other local provisions of the collective agreement which do not concern the definition of a service, the number of institutions across which a service may be spread, or the territory covered by a service.



Occupational health and safety

- 1. Creation of a national inter-union committee to monitor the prevention and participation mechanisms provided for in the *Act to modernize the occupational health and safety regime* with respect to health and social service institutions;
- 2. Extension of the forum on employees' general health with a new budget.



Workplace health and safety

Letter of Agreement #56 regarding the forum on employees' general health

The employer has allocated a budget of \$3.214 million, for the duration of the collective agreement, to be used for projects arising from Letter of Agreement #56 regarding the forum on employees' general health.



Degrees or diplomas obtained outside Quebec

Amendment to the general provisions of the List of Job Titles concerning degrees or diplomas obtained outside Quebec

"Notwithstanding the preceding paragraph, the competent authority for the comparative evaluation of degrees or diplomas obtained outside Quebec is the Ministère de l'Immigration, de la Francisation et de l'Intégration (MIFI), subject to the requirements of certain professions, specifically competence certificates, permits or membership in a professional order."

The MSSS must secure the agreement of the other union organizations covered by the List of Job Titles, job descriptions and salary rates and scales for the health and social services network.



Integrating employees from Indigenous communities

Creation of a national working committee on the integration of employees from Indigenous communities

Mandates

- a) Cultural issues related to the integration of employees from Indigenous communities
- b) Issues related to remuneration and access to certain job titles
- c) Measures to attract and integrate employees from Indigenous communities



Agence Santé Québec and adoption of Bill 15

Creation of a national working committee to update the national collective agreement in response to the creation of Agence Santé Québec and adoption of Bill 15

Update the collective agreement and make all necessary changes for consistency in response to the creation of Agence Santé Québec and the adoption of Bill 15, including with regard to the following subjects:

- i. Seniority (Article 12), including the question of seniority for employees of institutions not merged into Santé Québec
- ii. Layoff procedure (Article 14)
- iii. Job security (Article 15)
- iv. Leave for union work (Article 7)
- v. Regional disparities (Appendix H)



Tow clauses

In the event that remuneration improvements are granted to other union organizations in the health and social services system, these same improvements will apply, for the same job titles and under the same conditions, provided that any concessions made in exchange are agreed to by the FSSS-CSN.

