



FÉDÉRATION
INTERPROFESSIONNELLE
DE LA SANTÉ DU QUÉBEC

Montreal, March 16, 2011

To affiliated unions
To local teams

Subject: Interpretation of the AQESSS concerning the overlap between shifts

The collective agreement has barely been signed and will go into effect in the coming days and already the employers in the health and social services network are giving a bad interpretation to certain clauses in the newly negotiated work contract. Several employers have approached union representatives to explain their position on the new articles and more specifically on the overlap between shifts.

You might have already seen the document from the AQESSS dated March 9 which is included with this letter, in which the employers are given instructions on Letter of Understanding No 16 concerning the overlap between shifts.

The FIQ completely disagrees with the fourth paragraph in number 3 which states that **“moreover, although a centre of activities may operate 24 hours a day, 7 days a week, it is possible that the employees may not be covered by the measure if there is no transfer of clinical information (report). This could be the case for employees who work in the *Info-santé* centre of activities”**.

Surprisingly, this situation was given as an example to the management representatives across the table from us during the negotiations and the statement from the AQESSS contradicts the consensus between the parties on this subject, that is, that the overlap applies in this centre of activities.

The one and only criterion agreed on for being entitled to the overlap between shifts is that an employee must work in a centre of activities where services are provided 24 hours a day, 7 days a week or on two different continuous shifts. This clause was a particularly difficult battle in getting the time worked by healthcare professionals for many years recognized.

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The responsibility for transmitting clinical information (giving report) is an element that has been discussed at great length at the bargaining table because it is a professional responsibility inherent to the job and it is for this reason that we were able to obtain the increase in the number of hours in the workweek. The transmission of clinical information (giving report) is certainly not a criterion. This historical gain must be applied in the strictest sense.

We are asking that you be particularly vigilant about the introduction of the new clauses in the collective agreement in order that the gains won not be diminished by a restrictive application by the employers. We have made the necessary interventions with the CPNSSS so that there remains no doubt about the subject of the overlap between shifts.

In conclusion, be assured of our complete collaboration and we ask that you denounce every bad application of the collective agreement in order that the necessary steps be undertaken quickly.

In Solidarity,

Sylvie Savard
4th Vice-President
Political Officer for the negotiations

Encl. Message from the AQESSS to the directors of human resources, March 9, 2011

MEMO FROM THE AQESSS DATED MARCH 9, 2011

(OUR TRANSLATION)

TO DIRECTORS OF HUMAN RESOURCES

SUBJECT: Overlap between shifts – **IMPORTANT**

Madam, Sir,

We are sending you the following elements concerning the above-mentioned subject.

1. Current situation

The FIQ and FSQ (CSQ) collective agreements go into effect on March 20, 2011. It is stipulated that as of that date, certain employees in the nurse job titles group and the respiratory therapist job titles group will see their workday increased by 15 minutes.

This provision will also apply in the coming weeks to the employees concerned represented by other labour organizations because the collective agreements will be amended accordingly.

You must review the schedules for the employees who will be covered by this increase.

2. The measure

The list of job titles (Appendix 1 of the FIQ collective agreement also contains the job titles concerned) will provide that the nurse job titles can be 35, 36.25 and 37.50 hours per week (7, 7.25 or 7.50 hours worked per day) and that the respiratory therapist job titles can be 35 or 36.25 hours per week (7 or 7.25 hours worked per day). The complete list of covered job titles appears in Article 2 of the letter of understanding.

The 37.50 hour workweek for the nurse job titles and the 36.25 hours for respiratory therapist job titles can only be used in the centres of activities where there is an overlap between shifts.

It is up to the employer to determine in what manner the schedule will be rearranged in order to integrate the 15 additional minutes of work. We recommend that you consult with your union on the nature of this rearrangement. These 15 additional minutes are an integral part of the employee's workweek and are therefore paid at straight time.

3. The centres of activities covered

The measure applies in centres of activities where services are provided 24 hours a day, 7 days a week or on two different continuous shifts provided there is a transmission of clinical information from the employees of one shift to the employees on another shift (report is given between shifts).

It is important to specify that, once there is a transmission of clinical information (report) to employees on the next shift, all the employees on the shift are covered by the measure. The employer does not have to determine which employees actually transmit the information (give report) because it is a measure that applies to everyone.

In the case of a centre of activities providing services on two continuous shifts, the employees on the 1st shift are covered by the measure, but the employees on the second shift are not as they do not transmit clinical information (give report) to employees on the next shift.

Furthermore, although a centre of activities may operate 24 hours a day, 7 days a week, it is possible that the employees are not covered by the measure if there is no transmission of clinical information. This could be the case for employees who work in the *Info – Santé* centre of activities.

Certain centres of activities may offer services by using an on-call service or recalls to work to cover the equivalent of one or two shifts. Article 1 of the letter of understanding stipulates that the measure does not apply in this case. Thus, as an example, the operating room which only has one regular shift will not be a centre of activities covered by the measure even though the services may be provided 24 hours a day as needed.

4. Application of the measure

Article 3 of the letter of understanding stipulates that employees who hold positions or are on assignment in a covered centre of activities will see their number of hours automatically increased on the date the collective agreement comes into force. An employee cannot refuse this modification to her schedule.

5. Employees not covered by the measure

Employees in the nurse and respiratory therapist job title groups not covered by the upward adjustment measure and the employees in the licensed practical nurse, beneficiary attendants and certified beneficiary attendants (A) job title groups will receive, effective the date the collective agreement comes into force, a premium of:

- 1% until March 31, 2011;
- 2% from April 1, 2011 to March 31, 2015.

Enclosed you will find a copy of Letter of Understanding No 16 on this subject.

Yours truly,

Michel Beaudry

Human Resources Management Consultant

LETTER OF UNDERSTANDING NO 16

REGARDING THE OVERLAP BETWEEN SHIFTS FOR CERTAIN EMPLOYEES

ARTICLE 1

The number of hours of the regular workweek for a position in a centre of activities where the services are provided twenty-four (24) hours a day, seven (7) days a week or on two (2) different continuous shifts is:

- 1- 37.50 hours for the employee covered by the group of nurse job titles except for the one covered in paragraph 2;
- 2- 36.25 hours for the employee covered by the group of nurse job titles who work in a CLSC mission;
- 3- 36.25 hours for the employee covered by the group of respiratory therapists job titles.

These numbers of hours for the regular workweek apply according to the responsibility for insuring the transmission of clinical information (giving report) to the employees on the next shift.

A shift that only has employees on call is not considered for the purpose of the application of this letter of understanding.

ARTICLE 2

The groups of job titles covered by Article 1 are:

Nurse job titles group:

- nurse(2471);
- nurse team leader (2459);
- assistant-head-nurse and assistant to the immediate superior (2489);
- nurse clinician (1911);
- nurse clinician assistant-head-nurse and nurse clinician assistant to the immediate superior (1912);
- nurse instructor(2462);
- candidate for admission to the practice of the nursing profession (2490);
- nurse on a refresher period (2485);
- nursing extern (4001).

Respiratory therapist job titles group:

- respiratory therapist (2244);
- assistant-head respiratory therapist (2248);

- technical coordinator (respiratory therapist) (2246);
- respiratory therapy extern (4002).

ARTICLE 3

The number of hours in the regular workweek for an employee who holds a position covered by Article 1 and an employee who is assigned to such a position on the date this collective agreement goes into effect, are increased on that date.

ARTICLE 4

An employee in the licensed practical nurse job titles group and an employee in the nurse and respiratory therapist job titles group not covered by the provisions of Article 1 receive the following premium:

Rate 2011-03-20 to 2011-03-31	Rate 2011-04-01 to 2015-03-31
1%	2%

The premium applies on the basic hourly salary, increased, if applicable, by the supplement and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11.

ARTICLE 5

An employee registered on the availability list also benefits, depending on the case, from the provisions of Articles 1 or 4 of this letter of understanding.