



December 20 and 21, 2005  
Special Negotiation Federal Council

VOLUME 19 NUMBER 1 JANUARY 2006

## THE DECREE

# An inadmissible law



After having greeted delegates at this Special Federal Council on negotiations, the President, Lina Bonamie, reacted strongly to the adoption of Bill 142 by the Charest government, that establishes by decree the working conditions of the 450,000 employees in the civil service, and in the education and health sectors, and including the care professionals represented by FIIQ+.

*"What can we say after such a show of force by the government? The only words that comes to mind are "anti-democratic", "anti-union" and, I would add ... "demagogical" and a "swindle". What else can we say about a decree imposed on all public sector workers at the very time when negotiations were making good progress at the sectorial tables? What else can we say about the adoption of Bill 124 concerning the Quebec educational childcare centres? The National Assembly had unanimously agreed to adjourn and resume debates on this bill during the next parliamentary session. However, the opposition voted for closure without suspecting that Jean Charest would immediately reconvene a special session on the following day. As far as I remember, no government has ever used parliamentary procedure in such a Machiavellian way to reach its ends."*

### No collective agreement

From the start, the President made one thing clear: we have neither an agreement in principle nor a negotiated collective agreement; what we have is a decree. However, she added that this decree contains major improvements of working conditions for care professionals. These improvements were won through closely-argued negotiations, thanks to the strategy we adopted. *"In such circumstances, I consider that the Federation adopted the best strategy, that made it possible not only to have negotiated agreements integrated in the decree but also to protect our priorities. The Federation staunchly defended the demands of care professionals before an employer that demonstrated little openness. What we must keep in mind is that the agreements concluded will bring solutions despite a difficult context."*

No matter how resounding, these gains are tarnished by the contempt which the government has showed for its employees and by the lack of respect for the basic negotiation rules. Madame Bonamie reminded delegates that a negotiation usually ends with the adoption of an agreement concluded between the parties, but since it is a decree, it is out of the question that the Federation approve it. This is why there will not be any vote or referendum among members for the adoption of working conditions.

*"Despite the fact that the union year has ended on a sad note, the Federation deployed enormous energy to obtain an improvement of working conditions for care professionals. We must not forget the context in which these negotiations took place. We are faced with a stubborn government, which far from wanting to improve Quebec public services, wants to impose its objectives of privatization and sub-contracting at all costs, rather than treat its employees with respect."*

The President closed this Federal Council, during which delegates examined the content of the decree, pointing out that the coming year would be marked by the beginning of local negotiations and that it is important that these be taken up with the conviction that it is possible to take action on the organization of work and to improve the quality of life at work for care professionals. She also called on delegates to keep a close watch on this government's actions and to denounce those that are contrary to the Federation's union and social values.

# inadmissible

# Gains for FIIQ+ included in the

# DECREE

The First Executive officer in charge of negotiations, Sylvie Savard, presented the final negotiation report to delegates. "Already, in early November, the Charest government had announced its intention to have recourse to a special act for salaries in the event that union organizations chose to contest the financial framework presented in June 2004 by the Chair of the Conseil du trésor. When, a little later, the threat of a decree on working conditions arose, the coordination of the negotiations evaluated that it was urgent to negotiate the best agreement possible for care professionals," she explained.

## The course of events

The announcement of the November 10 deadline, date when the FTQ – CSN Common Front was to begin a series rotating strikes across Quebec, established the framework for the negotiations with the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS). Indeed, the Charest government had announced that it would tolerate no disturbance in public services and the rapid adoption of a decree would penalize any union organization deemed to stray. It was therefore necessary to speed up the pace of negotiations in view of reaching an agreement on as many of our demands as possible before the deadline of November 10.

It was in this context that the parties began, on October 27, a negotiation blitz to settle the demands with monetary implications related to our negotiation priorities. On November 8, the Federation agreed with the CPNSSS on a certain number of its priorities: the implementation of pilot projects on the restructuring of work time, granting of permanent positions to all employees and increasing the budgets for the maintenance and development of competencies. Agreements on arbitration expenses, union leaves, salary insurance and pay at time-and-a-half rate for the Christmas and New Year's day were also agreed to with the management party and presented to delegates at the Special Federal Council on negotiations on November 9, 10 and 11, 2005.

Since the questions pertaining to the other priorities had not yet been addressed, the agreement concluded could not be considered to be an agreement in principle. In the following weeks, the texts were fine-tuned and we won some important additional elements in the agreements already concluded. On December 1<sup>st</sup>, the Coordinating team for the negotiations began to initial the texts on the questions settled on November 8. Then, there were other intensive negotiations on questions still in abeyance : the accelerated settlement of grievances and the prevention of violence, the classification of jobs including the revision of the wording of all job titles, the demands related to the harmonization of the collective agreements and the other demands without monetary incidence were on the agenda of the meetings with the CPNSSS.

In the first days of December, while discussions progressed on several subjects and the management party improved certain offers, in particular with regard to the special measures, job security and salary insurance, the CPNSSS announced that the ministry of health and social services intended to put a end to exceptional remuneration in the network. Among others, this affected nurses who have a Bachelor's degree and who are paid as Baccalaureate nurses without holding a position in this job title.

This announcement came as a shock and compromised all possibility of a global agreement with the CPNSSS. The decision of certain employers, in the past years, with regard to additional academic training, was their own responsibility and never the Federation would officially have approved this management position. In a context where the government was firmly determined and this condition would have been included in the decree, the Federation intervened at all levels to try to limit the impact of this measure. The results of the talks on this delicate question is presented in another article (see p. 4).

## The end of negotiations

Finally, on December 15, the FIIQ concluded an agreement on the questions still in abeyance. On the same day, after a few days of rotating strikes of employees of the CSN, FTQ, CSQ, SPGQ and the SFPQ, the Charest government put its threat into practice and passed Bill 142, thus showing utter contempt for all public sector employees.

The entire decree would have applied to care professionals had it not been for the Negotiating Committee's decision to engage in negotiations to improve certain aspects of their working conditions. Although there is no reason to rejoice and we need, more than ever before, to counter the actions of this neoliberal government, the Federation made decisions in the interest of the 56,500 members it represents.



# What are the applications of the decree?

Last December 15, Premier Jean Charest asked the National Assembly to meet in extraordinary session to debate and adopt Bill 142, *An Act respecting conditions of employment in the public sector*. To spring this power play and deny the right to free collective bargaining, the Charest Government once again disregarded democracy and suspected the National Assembly's rules of procedure to impose its will.

## GENERAL AMENDMENTS

The decree extends all the collective agreements currently in force for six years, up to **March 31, 2010**, while introducing amendments. Thus, all the collective agreements in the health and social services sector are amended to:

- **Increase salaries, fixed-rate premiums and supplements by 2% as of April 1, 2006, 2007, 2008 and 2009.**  
Thus, although for years the increases were paid on January 1 of each year, the government has put off this date to April 1. In addition, no salary increase is paid for the first two years of the decree, 2004 and 2005.
- **Amend the parental rights effective January 1, 2006 to account for the new Quebec Parental Insurance Plan (QPIP).**  
Little information is available on this harmonization because the *Conseil du trésor* never presented its vision of the integration of the QPIP into the collective agreement at the bargaining table.
- **Prohibit any derogation to the list the job titles, descriptions, salary scales and rates.**  
Thus, the employers must reclassify every employee who holds a job title not provided for on this new list to a stipulated job title. If, following this reclassification, the employee receives a higher salary than the one stipulated for her new job title, her salary will be reduced gradually over a five-year period.

## SPECIFIC AMENDMENTS

The decree also amends each of the collective agreements to integrate the various agreements reached at the bargaining tables (see the text entitled *What are the points of the agreement with the CPNSSS?* on page 4). For the FIIQ, this means that all the matters covered by an agreement with the Comité patronal de négociation de la santé et des services sociaux (CPNSSS), whether those of November 8 or those agreed subsequently, is integrated into the decree, without members being able to vote on them.

For the union organizations that have not entered into an agreement with the CPNSSS, the decree also amends their collective agreement, particularly to introduce two of the Federation's gains in the present round of negotiations:

- **The granting of a position equivalent to 8 shifts per 28-day period for all employees of the class of nursing and cardio-respiratory care personnel.**
- **Remuneration at time and a half for work performed on Christmas Day and New Year's Day.**

The other conditions of employment negotiated by the Federation will not be applicable to employees who are members of a union organization which has not entered into an agreement with the CPNSSS. For these organizations, the Government has decreed conditions of employment inferior to those negotiated.

## GRADUAL COMING INTO EFFECT

Although the decree is already in force, it will produce its effects gradually because the content will be applicable only once there is an agreement between the parties on the clauses of the national component of the decree. Until then, all the conditions of employment currently applicable remain in force.

## HERE ARE SOME KEY DATES TO REMEMBER:

- December 16, 2005** The *Act respecting conditions of employment in the public sector* (Bill 142) came into force.
- February 1, 2006** Deadline for the union organizations to inform the Chair of the *Conseil du trésor* that they prefer the conditions of employment stipulated in the decree to those they have negotiated
- February 16, 2006** Expiry of the employers' 60-day deadline to reclassify employees whose job title or remuneration is in derogation
- March 31, 2006** Deadline for an agreement between the CPNSSS and the FIIQ on the clauses of the national component of the decree. If there is no agreement by that date, the clauses tabled by the Minister of Health and Social Services will prevail. These clauses must be in accordance with the agreements reached between the CPNSSS and the FIIQ and the content of Bill 142.



# WHAT ARE THE POINTS OF THE AGREEMENT WITH THE CPNSSS?

## A G R E E M E N T

The agreement reached on December 15, 2005 with the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) was presented in detail to the delegates by the Negotiation Coordinating team: Sylvie Savard, Monique Leroux, Richard Beaulé and Linda Perron.

The points of this agreement are added to those already agreed with the CPNSSS on November 8, 2005 and are integrated into the decree. They concern:

- job classification;
- the priorities of *prevention of violence and accelerated dispute settlement*;
- certain normative clauses without monetary impact;
- certain clauses with or without monetary impact affected by harmonization of the collective agreements.

### ● JOB CLASSIFICATION

The complete revision of the descriptions of the different existing and new job titles required long discussions to the imperatives of Bill 90 primarily oriented the discussions. For the amended or new job titles, the primary issue was to ensure that each description clearly summarized the roles, the tasks, the duties performed and the responsibilities assumed by the persons holding these jobs. Thus, it was agreed to discuss at the bargaining tables. For most of the existing job titles, the necessity of adapting the:

- Merge the job titles of *Candidate for Admission to the Practice of the Nursing Profession and Candidate admissible by equivalence*.
- Improve the descriptions of the following job titles based on the conditions of Bill 90: *Nurse, Nurse on a refresher period, Nurse Team Leader, Assistant Head Nurse and Assistant to the Immediate Superior, Nursing Assistant, Nursing Assistant on a refresher internship and Respiratory Therapist*.
- Introduce the descriptions of the following job titles: *Outpost/northern Clinic Nurse, Care Counsellor Nurse, Specialty Nurse Practitioner Candidate, Specialty Nurse Practitioner, Surgical Assistant Head Nurse, Nursing Extern, Respiratory Therapy Extern and Clinical Perfusionist*.
- Change the job title and description of *Baccalaureate nurse* to that of *Nurse Clinician*.
- Change the job titles and descriptions of *Baccalaureate Assistant Head Nurse and Baccalaureate Nurse Assistant to the Immediate Superior* to those of *Assistant Head Nurse Clinician and Nurse Clinician Assistant to the Immediate Superior*.

The conditions of access to the job titles of *Nurse Clinician* (previously *Baccalaureate nurse*) and *Care Counsellor Nurse* (new job title) also generated numerous exchanges because the employer party wanted to reconsider the current rules of recognition of the Bachelor's degree.

### NURSE CLINICIAN

For the employer party, the recognition of the Bachelor's degree by accumulation of certificates for the purposes of obtaining a *Nurse Clinician* position had to be changed so that at least two of the three certificates obtained are specifically related to nursing. This excludes certificates in animation, human sexuality, and professional and social training. The negotiations made it possible to limit the application of these new rules to nurses who will begin an academic programme by accumulation of certificates in the future. All those who have academic training that is currently recognized will receive recognition for the training obtained. Those who have already begun their additional training by accumulation of certificates will have to complete it according to the new criteria, i.e. obtain their second or third certificate in a field specifically related to nursing.

### CARE COUNSELLOR NURSE

For the CPNSSS, the roles, tasks, duties performed and responsibilities assumed by the *Care Counsellor Nurse* require training oriented to the clinical aspect of the nursing profession. Since the administrative aspect is almost nonexistent and additional training in a field other than nursing is not necessarily oriented to the clinical aspect, only the Bachelor of Nursing program provides the appropriate knowledge to perform the duties of this job title. No training by accumulation of certificates would thus be recognized.

<sup>1</sup> The points of the agreement reached with the CPNSSS on November 8, 2005, can be found in the November issue of *FIIQ en Action* (Vol. 18, N° 6), available on the FIIQ Web site, <[www.fiiq.qc.ca](http://www.fiiq.qc.ca)>.



Once again, the negotiations made it possible to introduce important nuances to the CPNSSS position. Although it is true that the duties of this new job title are more oriented to the clinical aspect than to the administrative aspect of the nursing profession, training by accumulation of certificates specifically related to nursing certainly makes it possible to acquire the academic knowledge relevant to such duties. Thus, training by accumulation of certificates to obtain a Care Counsellor Nurse position is recognized on condition that this training has already been obtained or begun and that the three certificates are specifically

oriented to nursing, excluding the certificates in animation, human sexuality, and professional and social training and those related to management or administration of health services.

#### UNFORESEEN JOB TITLES

You will also recall that the Federation asked for the creation of a provincial committee on unforeseen jobs to compel the employers to respect the list of stipulated job titles when posting a position. If a new job title is required, a request should be submitted to a committee with a mandate to evaluate this job, determine its description and determine the class of personnel to which it belongs under Bill 30. It was agreed that such a committee be created. However, the provisions for its functioning have yet to be established.

#### ● PREVENTION OF VIOLENCE PRIORITY

For the past several years, the Federation has pursued the objective of eliminating violence in the work environment. Each renewal of the collective agreement is an opportunity to increase awareness of this problem and ensure that each employer and union adopt the appropriate means to put an end to all forms of violence. Thus, it was agreed to:

- Introduce the relevant provisions of the *Act respecting labour standards* regarding psychological harassment.
- Introduce provisions recognizing the importance of setting up a committee to handle complaints of violence for the institution.
- Assign an additional mandate regarding violence prevention to the local occupational health and safety committee.

#### ● ACCELERATED DISPUTE SETTLEMENT PRIORITY

Both the grievance and arbitration procedures were revised so that the employee or the union filing a grievance can obtain a satisfactory response promptly. Thus, it was agreed that:

- The parties will have to exchange information regarding the file to ensure that their respective positions are clearly understood, even before the grievance is brought to arbitration.
- If, after these exchanges, the grievance is still sent to arbitration, mediation may be held before the file is formally referred to the arbitrator.
- A preparatory conference will be held by the arbitrator before the hearing with the lawyers of the parties for grievances contesting a dismissal or a suspension for more than five days and grievances regarding violence or harassment.
- All grievances regarding matters negotiated at the local level will be submitted to the summary arbitration procedure (the other aspect of this priority, medical arbitration with maintenance of salary insurance benefits, was also the object of an agreement which is summarized in the November 2005 issue of *FIIQ en Action*).

#### ● NORMATIVE CLAUSES WITHOUT MONETARY IMPACT

The negotiations with the CPNSSS also focused on normative issues. Various amendments were introduced, either to adapt their content to the new reality imposed by Bills 25 and 30, or to respond to the members' requests. The following section presents the main points negotiated within this context.

##### RECOGNITION OF SENIORITY

One of the CPNSSS's priorities in this round of negotiations was to reintroduce recognition of the seniority of managers when they are reinstated in the bargaining unit. The CPNSSS wanted seniority to be recognized when the employee performed work outside the bargaining unit, such as interinstitutional lending of services. It also asked that no seniority be recognized for an employee during a leave without pay of less than 30 days or during a leave under the deferred payment leave plan. On this issue of the deferred payment leave plan, the CPNSSS also wanted that it only be possible to take this leave after the employee's contribution period.

These numerous demands were withdrawn when the Negotiating Committee accepted that employees not accumulate seniority during the period of absence under their deferred payment leave plan. Such employees will thus end up in the same situation as an employee who benefits from a leave without pay of more than 30 days, who also does not accumulate seniority during this leave.

##### JOB SECURITY PLAN

The issues related to special measures (closure or merger of institutions, centres of activities, etc.) and the relocation of employees under the job security plan had to be discussed due to the new realities specific to the new health and social services networks. Indeed, almost all institutions now offer services on a multitude of sites which often may be located more than 50 kilometres from each other. Moreover, within these networks, full-time positions providing for a work week of 36 hours and 25 minutes will coexist with full-time positions providing for a 35-hour week, due to the integration of CHP, CHSLD and CLSC services.

In all cases in which the employee would have to accept a position more than 50 kilometres from her place of business or her current home base, the employer will have to assume the moving expenses and pay the mobility premium equivalent to three months' salary. Measures were also prescribed to minimize the number of these situations in the event of relocation of employees laid off in their institution. As for the employee's number of hours, she will benefit from protection of her weekly salary, even if she has to be relocated in a full-time position for which the number of hours is less than for the position she held.

##### LENGTH OF THE REGULAR WORK WEEK

One of the effects of Bill 30 is to amalgamate all the collective agreements previously subdivided by institutional mission (CHP, CLSC, CHSLD, EPC, CR, CPEJ and local health and social services network development agencies) into one agreement. It was thus necessary to ensure that the employers could not use this amalgamation of the agreements as a pretext to reduce the regular work week to 35 hours for all their employees who currently benefit from a regular work week of 36 hours and 25 minutes.

Thus, a series of rules were developed. For example, for institutions which do not offer the services of the CHP, CHSLD, EPC or CR mission, the work week of the nurses and nursing assistants will be 36 hours and 25 minutes. For CLSC, CPEJ and local health and social services network development agencies missions, the current 35-hour work week is maintained. For employees of institutions where services specific to the different missions are offered, even though the regular work week may involve a number of hours ranging from 35 hours to 36 hours and 15 minutes, the employees will be assured that their salary is always calculated on the basis of the position they hold.



### TRAVEL EXPENSES

The only change made to this clause is that from now on the employer will reimburse the business insurance premium in full, without reference to the number of kilometers actually driven (over or under 1,600 km).

### EXTERNS

Over the past few years, institutions have proceeded to hire nursing and respiratory therapy externs. The situation of these employees, who are pursuing their education, had to be clarified. Thus, the seniority accumulated as an extern will be recognized once they have completed their education. Moreover, they will not be eligible for the group insurance plans, given the ad hoc nature of their employment. However, their salary will be increased by 2% to account for the fact that they do not benefit from salary insurance coverage.



## ● CERTAIN CLAUSES WITH OR WITHOUT MONETARY IMPACT AFFECTED BY THE HARMONIZATION OF THE COLLECTIVE AGREEMENTS

In addition to the demands related to the Federation's negotiating priorities and those identified by the members in the various consultations, it was necessary to harmonize the FIIQ – UQIIA – APIQ collective agreements. Within the context of these discussions, the Federation systematically favoured the conditions of employment most advantageous for all members while the CPNSSS had adopted a diametrically opposite approach, always choosing the least advantageous conditions of employment. On almost all the harmonization demands, the best conditions of employment were finally retained.

### DISCIPLINARY AND ADMINISTRATIVE MEASURES

In addition to having introduced automatic removal of any disciplinary notice from the employee's file when no event of a similar nature has occurred in the year following such notice, the employer will have to communicate the reasons and the fact when it imposes a disciplinary measure. For administrative measures, the employer will have to provide the reasons and the essential facts. These few amendments should also allow accelerated handling of disputes.

### BENEFITS OF PART-TIME EMPLOYEES

Throughout the vast union voting campaign imposed by Bill 30, a frequently raised issue was the percentage rate of benefits for part-time employees. As all members must know by now, the percentages of the FIIQ collective agreement are different. Not only are the percentages different, but the calculation of the part-time employee's annual vacation pay is based on the total salary paid. This total salary includes in particular the remuneration paid for overtime work. This is an important advantage, and one of the objectives of harmonization of the collective agreements was to ensure that all members now represented by the Federation benefit from it. This objective was attained and the same percentage will be applied to everyone.

### RECALL TO WORK

The condition posed by the CPNSSS, in exchange for extending the more advantageous formula of annual vacation pay based on total remuneration, was not to retain the most advantageous recall to work clause. This clause stipulated that work performed immediately before the time when the employee must normally return to work or after the time when she must leave work constituted a recall. Faced with this choice, the Negotiating Committee gave preference to total remuneration, the condition of employment that affects all part-time employees.

### SALARY INSURANCE PLAN

In addition to the changes made to this clause since the agreement of November 8, 2005, it was also agreed that the rehabilitation period can begin effective from the eighth week of disability and that the employer will reimburse the costs charged by the physician for any request for additional medical information.

### ADDITIONAL REMUNERATION

The condition of employment currently applicable to a nurse who has reached the top of her salary scale, namely additional remuneration of 6% when she has completed recognized and required postgraduate training, will also be applicable to the respiratory therapists and perfusionists.

### COMMITTEE ON NURSING

You will recall that the interpretation of Bill 30 promoted by the employer associations involved the elimination of the Committee on Nursing from the Quebec collective agreement. Starting in December 2003, the Federation had denounced this employer orientation. The work begun last spring within the context of the work on decentralization thus produced the happiest possible conclusion: the Committee on Nursing is maintained in its entirety and its mandate will extend to all matters pertaining to care delivered by care professionals who are members of the Federation.

## Coming into force of the decree

Although the Government put an end to the negotiations by adopting a decree and integrating the agreements reached at the bargaining tables, without members having voted on these agreements, the Negotiating Committee's work is not over. Indeed, the various agreements must now be transposed into clauses. It is only once these clauses are completed that the new conditions of employment will come into force.

Moreover, this stage of the work is often the opportunity to specify the scope of the negotiated content even further and provide for the transition phase between the old and new provisions. As soon as these clauses are agreed with the CPNSSS, local teams will receive a first copy of the decree. A training session will then be prepared and delivered to the local teams. Of course, the decree will be printed and distributed to the members in the months after it comes into force.

## Recognition of additional training

# An historical demand of the FIIQ

In order to better understand the implications of the government's decision to impose, by law, some of its priorities which included putting an end to all forms of exceptional remuneration in the institutions of the network, it would be useful to take a look at the demands which the FIIQ has upheld historically with regard to additional remuneration and how this issue has evolved in the course of the past 15 years.

Starting at the end of the 1980s, the question of the recognition of additional training was at the heart of the FIIQ's contract demands. During the 1989 bargaining round, negotiation priorities concerned the automatic remuneration of any additional academic training for nurses. The objectives were very clear: to obtain recognition that additional training is a source of wealth for the health network and to reward nurses who invest time and money to further their professional training. There was no talk of raising requirements for job postings or limiting access to positions in health-care institutions.

At the end of this bargaining round, an appendix establishing the recognized post-graduate training and the provisions for its recognition, the advancement of one or several echelons in the salary scale or the removal of the ceiling, were introduced in the collective agreement. These additional salary raises, which could amount to 6%, represented a major gain for the members of the Federation.

It is also at this time that the job title *Baccalaureate Nurse* was introduced in the collective agreement, along with a specific salary scale for this new job title. Although this was not the initial demand of the Federation, the introduction of this new job title offered an appealing career plan possibility for nurses.

The rules for integrating the new job title were stipulated in the Appendix on the specific provisions for Baccalaureate nurses. It stipulated that the automatic recognition of this new job title was reserved to certain job titles. Only nurses who worked in community health, nurses assistant to the immediate superior, assistant head nurses and instructors who held a Baccalaureate could be automatically reclassified as Baccalaureate nurses and integrated in the corresponding salary scale. No other form of automatic reclassification was provided for in the collective agreement.

As soon as these provisions came into effect in 1990, several employers departed from the established rules and granted the job title of Baccalaureate nurse, with the corresponding salary scale, to nurses not covered by the automatic reclassification provision. This attitude on the part of employers provoked a lot of discontent among nurses who do have a bachelor's degree and who saw the number of postings for Baccalaureate nurse positions increase over the years.

Over the course of past years and bargaining rounds, the Federation demanded a change in name and the transformation of the Baccalaureate Nurse job title in order that it truly correspond to the roles, tasks and duties performed, and the responsibilities of the position. It continued to demand that all additional training be remunerated.

### A management position that does not hold water

The most surprising occurred during the year 2000. Once again, during this bargaining round, the CPNSSS categorically refused to grant recognition for additional remuneration. Just a few weeks after this obstinate refusal and the coming into effect of the collective agreement, employers, overwhelmed by the shortage of personnel anticipated during the summer period, ignored the texts that had just been signed upholding the status quo and implemented various measures for the attraction and retention of personnel: job guarantees, systematic recognition of the Bachelor's degree, additional premiums, etc.

## Recognition of additional training

# An historical demand of the FIIQ

In the course of the five following years, these measures spread widely except, of course, in regions less affected by the shortage of personnel and in smaller institutions. The consequences of this erratic application of the clauses of the collective agreement: considerable disparities in employees' working conditions, but especially no guarantee for employees that they could count on these conditions being upheld in the future.

In the course of this bargaining round, the issue of job classification was aimed at examining the remuneration of nurses with a Bachelor's degree whose roles, duties and responsibilities did not warrant having access to the Baccalaureate Nurse job title. In the proposed career plan model, the Nurse Care Consultant job title replaced that of Baccalaureate Nurse and the Federation asked for the introduction of two salary scales: one for nurses with a CEGEP degree and another for nurses with a university degree.

The latter would have corresponded to the current Baccalaureate Nurse salary scale in order that no employee lose this salary benefit. Nurses who had a non-recognized Bachelor's degree or who would obtain one in the future would have been integrated in the university-training salary scale. Once again, the management party refused all demands aimed at valuing academic training. It was out of the question that they grant uniform and fair recognition for additional training in the health-care network, though it is in dire need of trained and valued human resources.

## A government out of touch with reality

In early December 2005, the CPNSSS tabled the last part of its proposal regarding certain clauses of the collective agreement, including those that concern acquired privileges and employees outside the rate and scale. It was during these discussions that the government's intent became clear. Not only did the government refuse to recognize all additional training for care professionals or even to correct the situation for nurses having a Bachelor's degree by introducing fair and uniform rules for all, but it intended to put an end to all exceptional remuneration in the network. For the government, exceptional remuneration refers to all forms of remuneration that does not comply with the terms of the collective agreement: additional premiums, integration in another salary scale, recognition of a higher rate in the case of overtime, etc.

The government even proposed to decree the retroactive effect of this measure: all exceptional remuneration since the coming into effect of the 2000-2002 collective agreement would be null and void. Thus, all nurses recognized as baccalaureate nurses for remuneration purposes (integration in the scale without holding a position in this job title) would have been integrated in the nurse salary scale and could not have claimed to have an acquired privilege. The latter would then have seen their salary drop over a period of five years according to the new rules for employees outside the pay rate and outside the scale.

For the Federation, besides being totally unexpected and inappropriate, this government orientation, revealed the legislators' lack of perspective. Did the conclusions of the *Forum sur la planification de la main-d'œuvre* not point in the diametrically opposite direction? How can the government consider countering the shortage of personnel by imposing its way of doing things in this way?

Moreover, the decision of certain employers in the past years with regard to the recognition of additional training was their responsibility. They did this to attract and retain their labour force and this resulted in employers trying to outdo one another. The government's solution: to impose a veto without measuring the consequences of this on the attraction and retention of resources in the short, middle and long term, and to make nurses pay for the decisions made by employers that departed from the established norms.

## INTERVENTIONS THAT STOP PERSONNEL DRAIN

The Federation's sustained interventions in the hours preceding the adoption of the decree were nevertheless fruitful. Although the government's position seemed frozen, it was agreed that:

- A nurse who, as of December 15, 2005, was paid according to the Baccalaureate Nurse salary scale without necessarily having this job title will be reclassified as Nurse Clinician providing she agrees to carry out the duties related to this job title.
- A nurse who obtains a Bachelor's degree after December 15, 2005 cannot be reclassified as Nurse Clinician except if she has a job title for which automatic reclassification already applies or if she obtains a Nurse Clinician position by way of a posting.

**If the past is any indication of what we can expect in the future, in a context of growing shortage, certain employers will most probably again try to dodge the existing rules. But for the time being, the only certainty we have is that the Charest government's attitude is utterly contemptuous.**



FIIQ EN ACTION  
VOLUME 19, NUMBER 1  
• JANUARY 2006

This journal is published by the  
Communication-Information Service.  
Web site: [www.fiiq.qc.ca](http://www.fiiq.qc.ca)  
e-mail: [info@fiiq.qc.ca](mailto:info@fiiq.qc.ca)

Published after each FIIQ Federal  
Council and Convention meeting,  
this journal has a distribution of  
56,500 copies.

Reprint of any article or excerpt must  
indicate "Reprint from the  
publication *FIIQ en Action*."  
ISSN 1182-3216