

TENTATIVE AGREEMENT



UNITED, MOBILIZED AND STRONG IN OUR CHOICES



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Tentative agreement

After over **16 months of negotiations** and **unprecedented mobilization**, including **8 strike days**, the FIQ presents the highlights of the tentative agreement reached with the Quebec government on March 19.

In the coming days, the FIQ affiliated unions will hold general assemblies to present the context around and details of the tentative agreement.

The tentative agreement will be submitted to members in a referendum vote to be held from midnight on April 10 to 11:59 pm on April 12, 2024.

LENGTH OF THE COLLECTIVE AGREEMENT

The collective agreement will extend over five years, from April 1, 2023 to March 31, 2028.

SALARY INCREASES

	Salary parameters	Other parameters
April 1, 2023	6%	
April 1, 2024	2.8%	
April 1, 2025	2.6%	Up to 1% max. more in purchasing power protection if inflation is above 2.6%
April 1, 2026	2.5%	Up to 1% max. more in purchasing power protection if inflation is above 2.5%
April 1, 2027	3.5%	Up to 1% max. more in purchasing power protection if inflation is above 3.5%
Total	17.4%	

The salary retroactivity, applicable as of April 1, 2023, will be paid following the coming into force of the collective agreement.

ANNUAL VACATION

One of the FIQ's demands in the last rounds of negotiations was to more quickly obtain a fifth (5th) week of annual vacation. From now on, the number of annual vacation weeks will be increased starting at the 15th year to fully obtain the **fifth week of vacation after 19 years of service** instead of after 25 years. **This will be added starting in the summer of 2024.**

It is a sign of recognition for the work performed, of accelerated access to days off and the start of equity with healthcare professionals in the rest of Canada.

Length of annual vacation	2020-2023 collective agreement	NEW collective agreement (2023-2028)
21 days	17 and 18 years	15 years
22 days	19 and 20 years	16 years
23 days	21 and 22 years	17 years
24 days	23 and 24 years	18 years
25 days	25 years or more	19 years or more

GROUP INSURANCE

Starting on April 1, 2024, the employer's annual contributions to health insurance in the CA will be increased as follows:

Person with individual coverage	\$150
Person with individual coverage and coverage for dependants (family/single parent)	\$300



PREMIUMS

There is a new premium structure for setting premiums and inconvenience premiums.

Reminder:

- Setting premiums: Critical care, specific critical care, continuous residential assistance (CRA), severe behaviour disorders (SBD), and psychiatry premium.
- Inconvenience premiums: Evening, night, weekend.

The following table presents the changes made. Please note that a full-time employee with an organization of work time modifying their number of days will also have access to the level with 70 h or more.

SETTING PREMIUMS

	Level 1 (70 h or more)	Level 2 (between 42 and 70 h)	Level 3 (less than 42 h)
Critical care premium	15%	14%	10%
Specific critical care premium	10%	7%	6%
Continuous residential assistance premium	5%	3%	1%
Premium for hours worked with a clientele with severe behavior disorders	3.5%	2.25%	1%
Psychiatry premium	3.5%	2.25%	1%

INCONVENIENCE PREMIUMS

	Level 1 (70 h or more)	Level 2 (less than 70 h)	Minimum rate
Evening premium	10%	7%	\$1.94/h
Night premium	18%	14%	\$3.88/h

	Level 1 70 h or more (24/7)	Level 2 (basic)	Minimum rate
Weekend premium	9%	5%	\$1.39/h

Eligibility for the various levels is based on hours paid, including authorized absences.

Part-time employees who offered and respected a 16/28 to 18/28 availability received the enhanced evening or night premium in the last collective agreement. Now, if employees work more than 42 hours, but less than 70 hours, they will receive the premium set out in level 2, i.e., a slight reduction in what they get now. That is why a provincial committee will be set up in the sixty days after the collective agreement comes into force. Its mandate will be to resolve problems in applying the evening and night premiums to compensate for this loss.

PROFESSIONAL ORDER PERMIT

Applicable starting in 2024

Reimbursement of the practice permit has been a recurring demand for years. Even if it is not a full reimbursement, this tentative agreement allows us to take a first step in the right direction for nurses, licensed practical nurses and respiratory therapists. This way, the employer will reimburse 50% of the practice permit to OIIQ, OIIAQ and OPIQ members for up to an annual maximum of \$400 for full-time employees. In the event that clinical perfusionists join an order in the future, the measure will also apply once the integration process is complete.

SELF-SCHEDULING

Self-scheduling is an opportunity for members to have better control over their schedule within a structured framework. For self-scheduling to be implemented in a centre of activities, **the majority of employees** must agree to it. At the same time, if the majority of employees want to put a stop to it, they can. Certain conditions must be decided collectively, such as the length of the schedule, how to grant assignments and overtime, and conditions for drawing up and modifying the schedule. Other conditions will be based on individual choices, such as the length of the regular day, number of consecutive days and exchange of shifts. **Self-scheduling must be voluntary, it's the essence of this measure in the collective agreement.** In any case, an employee can demand compliance with the components of her position as set out in the local provisions.



HEALTHCARE PROFESSIONAL-TO-PATIENT RATIOS

The FIQ has been fighting an ongoing battle to implement safe healthcare professional-to-patient ratios for years. In the 2016-2020 collective agreement, the parties had agreed to study the relevance and feasibility of ratios by setting up pilot projects. In 2018, sixteen (16) pilot projects were implemented in different regions of Quebec. Despite the positive impacts, no ratio projects were maintained afterwards. The change in government made the task extremely difficult due to the political vision of the decision makers.

In this context, the gain in these negotiations is all the more significant. **The FIQ agreed to a committee to gradually deploy ratios while jointly carrying out the work on the workforce planning to facilitate ratio implementation as of 2024.**

ON-CALL DUTY

On-call duty has grown immensely in recent years in a number of care units as employers use it to meet labour needs. The employer uses it as a management method. What's more, on-call duty from home is not adequately compensated. To remedy this, we have agreed to the following:

- **A minimum remuneration of one (1) hour for an intervention without travelling (rather than for the time actually spent on the intervention).**
- **The employer may not use on-call duty to fill a replacement or work overload.**

INCENTIVE MEASURES FOR CRITICAL PERIODS (SUMMER + HOLIDAYS)

Applicable starting in summer of 2024

Healthcare professionals know all about critical periods in the health network: outbreaks, flu viruses, vacations, and the holiday season come back year after year and put an enormous amount of pressure on healthcare professionals. Work overloads are a daily reality for all members.

These periods are particularly difficult, which is why compensation will now be paid to recognize healthcare professionals' sustained efforts during these times.

For the periods from June 15 to September 15 and from December 15 to January 15 each year, employees will receive a premium of:

- **5% for all regular hours worked**
- **10% for overtime hours, WITHOUT CONDITIONS!**

OVERTIME FOR NURSE CLINICIANS

In centres of activities open 7 days a week and in centres of activities where the specific critical care premium applies (e.g.: operating room recovery room and haemodynamics), **all employees with a university degree will be paid their overtime after the regular workday and regular workweek of 37.5 hours.**

RECOVERING SENIORITY

Losing one's seniority when changing institutions has long been a point of irritation for healthcare professionals. Within these negotiations, there was an agreement to determine **a process that is unique to recognizing the seniority that FIQ members lost** when changing institutions in the RISS, as long no more than one (1) year has passed between the two employment relationships.

However, a healthcare professional who works for an employment agency who wants to return to the network can have their seniority recognized from March 13, 2020 until their date of hire in the health and social services network (RISS) for up to six months following the creation of Santé Québec.

For several years now, the FIQ has been asking to put an end to using IL and **to prioritize its members when assigning shifts, at the regular and overtime rates.** This will become a reality with this tentative agreement.



CONCEPT OF A CENTRE OF ACTIVITIES

In these negotiations, the government wanted to obtain more flexibility from healthcare professionals. The agreement hugely limits the employer's proposals in this respect. In the context of the creation of Santé Québec, all the local matters of the collective agreements in effect will be renegotiated and standardized in a few months. To reach an agreement, it was agreed to immediately review the concept of a centre of activities. The Federation made sure to provide the framework necessary for nursing and cardio-respiratory care expertise, as well as to provide training, orientation and skill maintenance in a new centre of activities, as applicable.

The new definition applies right now in all institutions and changes the one set out in the local provisions of the collective agreement:

A set of activities constituting a distinct entity within the meaning of the institution's organizational structure which takes into account, in particular, the care and services to be provided to users, as determined by the employer.

The employer can create centres of activities in more than one facility if it improves the organization of care and services or increases access to care and services or when the specific nature of care and services practiced in a centre of activities justifies it.

When a centre of activities is newly created or there is a merger of centres of activities, the employer undertakes to provide employees with orientation, training and to keep their knowledge and skills up to date for all of its activities.

In addition to the foregoing, when a new centre of activities is created or when there is a merger of centres of activities involving the delivery of care and services of a different nature, the orientation and training of employees in all of these activities is a prerequisite to an assignment in the new centre of activities.

By integrating this new definition of centre of activities, employees will see that their home base is protected. From now on, it will be stipulated that the home base is an integral part of a position. To modify it, the employer must give 30 days prior notice. If the new home base is more than 35 km from her original home base or her residence (or more than 25 km in the Montréal metropolitan area), the employee may choose to bump or accept the modification.

MANDATORY OVERTIME

For years now, the FIQ has denounced the abusive use of mandatory overtime. Several mobilization campaigns have been implemented and thousands of grievances have been filed to denounce this type of management.

This round of negotiations makes it possible to include a statement of principles that will appear from now on in the collective agreement. This measure will make it possible to restrict the normalization of mandatory overtime.

The statement reads as follows:

The employer takes steps to avoid using mandatory overtime. Mandatory overtime is only required when emergency and exceptional situations arise.

The tentative agreement also includes **\$7M, which will be paid to FIQ members for the nearly 30,000 grievances filed.** The terms and conditions of distributing the amount will be determined by the MOT work committee.

REGIONAL CHARACTERISTICS

FAR NORTH, OUTAOUAIS, ABITIBI-TÉMISCAMINGUE

In June 2023, an agreement was reached between the FIQ and the government to improve the working conditions of class 1 employees working in Québec's Far North.

For the 2023-2028 collective agreement, in addition to renewing the amounts already invested for Outaouais' special status, there is an additional amount of one million (\$1M) dollars per year.

\$3M has been allocated per year to introduce staff attraction and retention measures for the Abitibi-Témiscamingue region.



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