The Review

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TWO THOUSAND MORE OF US AT CHUQ!

THE 3,000 WORKERS FROM CATEGORIES 2 AND 3 AT CENTRE HOSPITALIER UNIVERSITAIRE DE QUÉBEC (CHUQ) HAVE DECIDED, DURING THE UNION ALLEGIANCE VOTES, TO FOCUS ON THE FUTURE WITH A PROMISING UNION I.E. THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) AFFILIATED TO FTQ.

Carl Dubé, president, CUPE Local 1108, CHUL

Let's mention here that Category 2 regroups all the paratechnical and auxiliary services personnel, beneficiary attendants and skilled workers, while office personnel and administrative technicians and professionals are under Category 3. CHUQ itself is the result of a merger of three institutions, namely CHUL (Centre hospitalier de l'Université Laval), Quebec Hotel-Dieu and St. François d'Assise Hospital.

Results of the union allegiance votes

Before the votes, CUPE (FTQ) represented the Categories 2 and 3 personnel at CHUL while CSN represented these two categories at Québec Hotel-Dieu and St. François d'Assise. The results of the votes indicate that 63.5% of the staff of the Category office, administrative technicians and professionals chose CUPE (FTQ) while CUPE was representing only 34.4% at the outset.

As for the paratechnical category, auxiliary services and skilled workers, CUPE (FTQ) moved from an initial representation of 39.4% to close to 56% of the votes.

Main stakes

The main issues mentioned during this union allegiance campaign covered mainly the type of organized labour that we want to advocate. CUPE (FTQ) wants to practice a more pragmatic and a more tangible labour movement that listens to the ongoing daily needs and concerns of the membership.

Comparative data on collective agreements presently in force, long-term disability insurance and group insurance were issues allowing CUPE (FTQ) to prevail.

This double victory by CUPE reinforces its position in the health and social services sector in the National Capital area. In fact, CUPE (FTQ) represents already the staff of these same categories at Laval Hospital.

Law 30

During the period leading to the health and social services institution mergers, Law 30 is imposing union allegiance votes and by the same token forcing workers to choose the union confederation that will represent them in the future. These votes started during the fall of 2004 and will continue at different intervals until the fall of 2005.

DIALOGUE WITH ALAIN TESSIER, CO-ORDINATOR, SOCIAL AFFAIRS SECTOR

«The local negotiation will be difficult but CUPE intends to take the necessary means to succeed»

An interview by Guy Jolicoeur

DIDIER DEBUSSCHERE

Mr. Tessier, as Co-ordinator for the work of CUPE's union advisors in the Health and Social Services Sector, can you tell us how the negotiations with the Quebec Government are going to be different this year?

I see a big difference this year. With the old format, all the collective agreements were first negotiated at the provincial level, and then we could bring some modifications at the local level. This year, the legislator, with Law 30, has cut up the former collective agreement in pieces by referring 26 issues, almost half, to local negotiation. It is however not easy to analyze the scope of these 26 issues. Hence, we are contesting its interpretation by the Employer. We have therefore undertaken legal proceedings to this effect.

Is there a deadline concerning the duration of these provisions that must be negotiated locally?

This is another important difference. Before, the few local agreements would expire with the end of the collective agreement; they had to be renegotiated. Not anymore. The local agreements will remain valid for as long as both parties do not agree to modify or rescind them. But, we know that Law 30 is authorizing improvements only when they cost nothing to the Employer and this, without losing any services.

Are the delays for the local negotiation realistic?

The maximum delay provided by the law is two years. There are many obstacles to clear if we want to make it.

Listen, there are already some locals whose local negotiation mechanism is in motion since last January 14, and we still do not agree on what should be negotiated! Another obstacle is that several local employers do not know the law very well: many will be disillusioned when they will realize what they will have to negotiate locally. By wanting, so to speak, to settle a «rigidity» issue in the collective agreements – the same old story repeated by hospital management, confided Mr. Tessier jokingly – the cure risks to be worse than the ailment!!

Has CUPE provided for means to support their union executives in order to take advantage as much as possible of these local negotiations?

Of course, CUPE Union Advisors will be directly involved in these local negotiations. Furthermore, CUPE has already developed a course entirely conceived for this local negotiation. Both the provisions of Law 30 and those relevant to the 26 issues to be negotiated locally are discussed in detail. The course has also as objective to develop the union executive skills to negotiate.

Finally, we also wish to maintain, as much as possible, similar provisions from one institution to another, even if the law is forcing us to negotiate locally.

How do you think you will achieve this?

The teaching format in the CUPE course uses many case studies and examples on the application of the collective agreement; this way, all subtleties of the collective agreement are well explained!

Last but not least, what is the strategy CUPE intends to bring up in these negotiations?

First we intend to put a lot of energy in these negotiations. Law 30 has been declared constitutional therefore it will be applied. To boycott this negotiation as other union organizations strongly recommend would not help the members we represent. We have only one objective: obtain the best working conditions possible. It is not by boycotting these negotiations that we will reach our objective. In fact, at this moment, it is a mediator-arbitrator who will decide. We do not believe that it is a winning solution.

FIGHT AGAINST CONTRACTING OUT AND PRIVATIZATION

A PRIORITY ISSUE IN THE ONGOING NEGOTIATION

ONE CAN PREDICT, AND RIGHTLY SO, THAT THE PROVISIONS OUTLINING THE USE OF SUBCONTRACTING AND PRIVATIZATION WILL BE A MAJOR ISSUE IN THE ONGOING NEGOTIATION.

Owing to the strong support of 550,000 members on this issue, CUPE is prepared to win this battle.

But it won't be easy. Already, with the enactment of Bill 25 forcing merger of institutions, Bill 30 imposing the regrouping of unions by wide categories of employees, and Bill 31 modifying Article 45 of the Labour Code in order to facilitate recourse to subcontracting, the Québec government has started to set the stage.

It is clear that by acting this way the government wants to make it more inviting for a company to bid on a service contract presently offered by the public network.

We have, on the other hand, currently in our collective agreement, a few provisions which can thwart the government's efforts to privatize big areas of our public services.

Let's mention, among others, Article 29.01 of our current collective agreement providing that if contracting out is used, the Employer «Cannot proceed with any lay offs, dismissals or firings resulting direct or indirectly from such a contract». The Employer can proceed only when the positions are vacant.

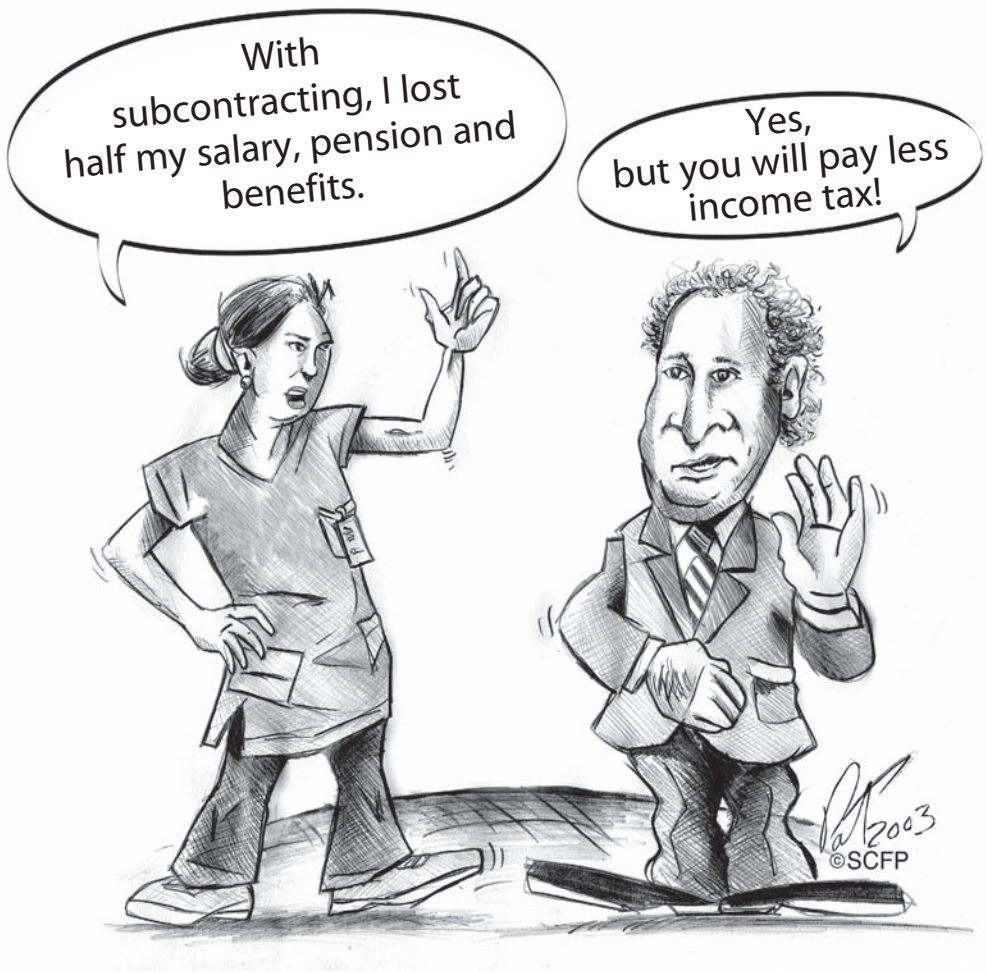
The government will attempt however, in all evidence, to weaken this provision during the negotiation.

As far as we are concerned, we want to strengthen these current provisions. Hence, at this clause, we want to add that if the employer wants to sign a contract with a company, this cannot generate a reduction of hours worked by the unionized employees.

Also, we do not want any business contract to be awarded if salaried employees from the bargaining unit can do the work.

This battle that we intend to lead to improve the clauses against contracting out is particularly important for recall list employees, and for the young staff. Indeed, if positions becoming vacant are transferred to subcontractors as soon as they become vacant, there will be no future for them.

All together, let's make sure that it does not happen!



Constitutionnality of Law 30

The legal actions by all the union organizations as to the constitutionality of law 30 have unfortunately been rejected by the Labour Relations Board. Irrespective of possible avenues to appeal this decision, Law 30 will now apply.

You will recall that Law 30 is the law providing for union allegiance votes by category of employment and the decentralization of a good portion of issues to be negotiated.

A REAL EXAMPLE

With CUPE grievances are not taken lightly!

SUSAN HAS BEEN WORKING IN A CLSC FOR FOUR YEARS. SHE DOES NOT HAVE A PERMANENT POSITION BUT SHE IS THE UNIONIZED EMPLOYEE WITH THE MOST SENIORITY IN HER WORK UNIT. SHE FINDS OUT THAT A UNIONIZED WORKER, WITH LESS SENIORITY, HAS BEEN AWARDED A REPLACEMENT WHICH BELONGS TO HER; SHE IS REALLY UPSET AND DEMANDS AN EXPLANATION TO HER IMMEDIATE SUPERVISOR WHO REFUSES TO RECOGNIZE SHE MADE A MISTAKE.

In any event, Susan is not in good terms with her supervisor since the latter is reproaching her to always complain about her workload. Susan meets with her grievance co-ordinator and explains the essence of her complaint.

The grievance co-ordinator investigates Susan's complaint. He asks her about her work schedule, looks over the collective agreement provisions applying to her case, and verifies other aspects of the complaint. The complaint is justified; the demand is within the prescribed delays and the grievance co-ordinator formulates the grievance. The grievance is read and discussed with Susan who is asked to sign it. The grievance co-ordinator hands over a copy of the grievance to the labour relations office and asks the secretary to stamp it. This will be an acknowledgement that it has been received and a confirmation of the date.

Later on, the labour relations department will indicate if it recognizes or not any prejudice to the unionized employee by means of a letter addressed to the local union. A settlement at this stage is unusual, but the grievance co-ordinator makes a last effort to settle at the grievance committee level. In the following weeks, the local grievance co-ordinator files a request for arbitration; he proposes the names of three arbitrators to the employer who accepts or refuses his suggestions. In case of a disagreement on the choice of an arbitrator, a demand to appoint another is sent to the ministry. It is always the local grievance co-ordinator (and not a local officer of the court, like at CSN) who controls the steps of the grievance of his local union.

Several grievances like the one involving Susan are settled before going to arbitration. If a settlement is not reached, CUPE proceeds without delay to arbitration. To do so, a union advisor is appointed to act as attorney for the union. The latter tries again to settle one more time with the attorney representing the employer, when it involves minor grievances not involving disciplinary measures or important sums, CUPE tries to find a satisfactory arrangement for the unionized employee and the local. In all cases the unionized employee involved is informed of what is happening and it is the employee who approves the final settlement.

If the case goes to arbitration, the unionized employee will be present when the closing address is prepared and the employee will know what role she is expected to play and the strategy. Nothing guarantees that the arbitrator will rule in favour of the union but at least the unionized employee will not wait 10 years before knowing what is happening with a grievance filed in 1995 involving less than $300. This is the strength of CUPE-Québec: a system to settle grievances quickly, efficiently and which gives good results.

Merger of seniority lists

Must seniority lists be merged when the new union emanating from a union allegiance vote by virtue of Law 30 receives the certification certificate?

This is the key question that Arbitrator François Hamelin had to answer. CSN was adamant that it was «yes» while, CUPE (FTQ), just like the Employer, were assuming that it was «no». The arbitrator has confirmed our assumptions. The merger of the seniority lists does not happen automatically when the new union receives its certification.

The merger of seniority lists will be materialized when the conditions will have been negotiated and agreed to between the parties involved at the local level. These will be tabled and approved beforehand by the members in general assembly. It is, according to us, not only the best way but also the only way to do it.

On the other hand, if the parties fail to agree during a maximum period of two years, a mediator-arbitrator will have the power to decide.

RÉSIDENCE SAINT-CHARLES

STEPS IN THE RIGHT DIRECTION

IN THE LAST EDITION OF «THE REVIEW», WE REPORTED CUPE-FTQ'S ONGOING CLASSIC SAGA AGAINST THE PPP PROJECT (PUBLIC-PRIVATE PARTNERSHIP) AT RÉSIDENCE SAINT-CHARLES. WELL, WITH THE SUPPORT OF OUR CUPE MEMBERS, LOCAL 3763, OF THIS QUÉBEC RESIDENCE, WE JUST SCORED BIG TIME.

A good number of them attended and intervened during the public meeting of the Board of Directors of the CSSS (Health and Social Services of Québec-Sud) held recently.

The BOD of CSSS Québec-Sud was to take a decision on the plan to relocate this CHSLD (Long-term care and reception centre).

Victory for the employees

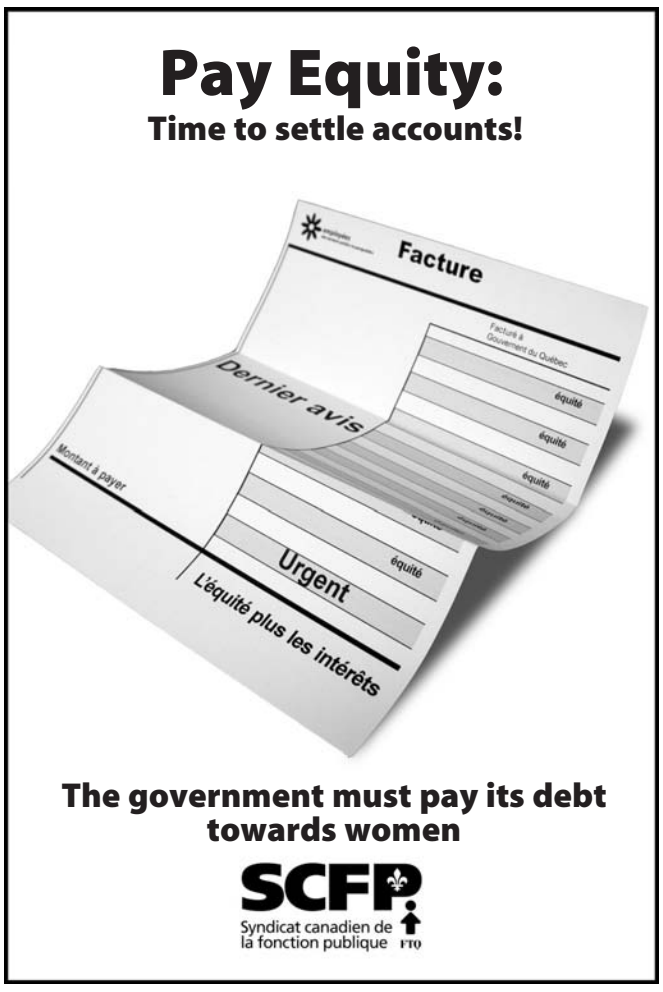
The BOD of CSSS did not retain the PPP approach for the project to relocate Résidence Saint-Charles, a CHSLD in Québec. Although the CSSS Director, Sylvain Gagnon, had refused to debate the PPP's, he stated that « the relocation project (of Résidence Saint-Charles) using the conventional approach is well underway, is official and it is time to concretize the project for the benefit of patients». This was enough to satisfy André Benoît, President of the Union of the Saint-Charles employees, affiliated at CUPE-FTQ. Of course he would have preferred that the CSSS Management would have denounced the PPP approach, but it did not. «But we arrive at the same conclusion: a new Saint-Charles must be built and the best and most economical option, allowing to comply to standards, is not a PPP as confirmed by the Mallette study», commented André Benoît who, clearly, relished this important victory by his group.

Review of the general outline of the debate

The project to relocate Résidence Saint-Charles started 10 years ago within the framework of a renovation project. Developed to comply with standards, the plan first emerged with a view to relocate into a new building, taking into account the cost involved. The lot for the new building was acquired in the summer of 2003 and located in front of Enfant-Jésus Hospital. The project which was officially inaugurated has however been postponed several times. The last time it was postponed was following a new government orientation in favour of an infrastructure using the PPP approach. Preliminary plans and specifications had already been submitted and accepted for a year when the demand for a comparative study on the realization of the project using the conventional approach or the PPP formula was initiated. Following this government request, a study was requested by the CSSS to the Mallette Group in August 2004, to compare the two approaches. The study revealed that it would cost 34% more to materialize the project using the PPP formula. It is CUPE, Local 3763, who made the study public in January, following a demand under the access to information.

THE QUEST FOR PAY EQUITY

Why is it taking so long?



THE ANSWER TO THIS QUESTION IS MAINLY DUE TO THE FACT THAT THE LAW ON PAY EQUITY CONTAINED A CHAPTER FOR EXCEPTION (THE NOTORIOUS CHAPTER IX) WHICH ALLOWED EMPLOYERS WHO HAD IN THE PAST APPLIED A PROGRAM OF SALARY RELATIVITIES TO BE RELEASED FROM THE OBLIGATION TO SET UP A PAY EQUITY PROGRAM IN THEIR INSTITUTION.

Of course the Québec Government, just like some public organizations as well as big private enterprises, took advantage of this exemption.

In 2000, CUPE started legal procedures to contest the constitutionality of this notorious Chapter IX with a view to enforce the right of members to compensation without discrimination.

On January 9, 2004, we won the litigation. Ms. Justice Carole Julien ruled that Chapter IX of the Law was discriminatory towards women. Pay equity being a fundamental right protected by our Charters, the government could not devalue this right by allowing employers (including itself) to maintain remuneration systems potentially discriminatory.

Following this CUPE victory, the government and the employers must set up a real process of pay equity based on the provisions of the Law, to correct systematic discrimination towards women in our salary structures.

Is pay equity negotiable?

CUPE has invested important sums to have Chapter IX nullified and hence force the government to embark in a true process of pay equity. No question today to negotiate a right provided by a law!

A large majority, women are claiming what belongs to them. They are more than 73% of 294,356 individuals regrouped in 491 job categories in the pay equity program ''Houses of labour and Treasury Board''.

Important steps have been cleared

The pay equity project is moving slowly but surely. We have just cleared another hurdle with the first posting provided by the Pay Equity Law. In all institutions, information on the following elements has been posted since last February 14:

- Creation of a pay equity committee;
- Identification of job categories and determination of sexual predominance;
- Description of the method and tools to evaluate job categories;
- Development of an evaluation request.

Employees have until April 14 to forward their remarks or comments.

Agreement on the evaluation of job categories

The analysis and the integration of information on positions are prepared from data extracted from an extensive survey realized in the workplace. Let's remember that no less than 10,000 questionnaires have been completed by employees occupying job categories predominantly held by male and female from labour unions.

The work by the parity committee started on March 3rd (government – labour unions) to reach an agreement on the evaluation of about 60 job categories. A few disagreements between the parties on sub-factors still remain. The work must continue to cover these issues as well as the other job categories in the program.

We are just about ready to settle the accounts!

The government must pay its debt towawrds women.

IMPROVING OUR PENSION PLAN

BASICALLY, ALL THE PUBLIC SECTOR EMPLOYEES HAVE THE SAME PENSION PLAN: RREGOP. CONSEQUENTLY, A TREMENDOUS AMOUNT OF CONSULTATION IS REQUIRED BEFORE WE CAN AGREE ON THE IMPROVEMENTS THAT WE WISH TO MAKE TO OUR PENSION PLAN.

You will recall that these requests for improvement have already been sent more than a year ago. The real negotiation is, in fact, just starting. It is therefore necessary, at this time, to review the two main demands retained.

Indexation of the pension upon retirement

Between July 1st, 1982 and December 31st, 1999, approximately 17.5 years, the escalading clause applying for our eventual retirement was the inflation rate exceeding 3%. During the majority of these years, the inflation rate was lower than 3%. This means that at retirement, the portion of the pension for these years will be indexed only a little.

The current life expectancy is such that the greatest majority of people live at least more than 20 years after retirement. It is easy to understand the consequences generated a pension not sufficiently indexed over a period of 20, 25 and even 30 years.

This is why we must, during the ongoing negotiation, improve the indexation of our pension benefits.

Progressive Retirement

Several employees would like to be able to make a gradual transition between their work life and retirement without having to be subjected to an important reduction of income. This would facilitate also the transfer of knowledge, the importance of which is just about recognized by everybody.

The government, on the other hand, says to be looking for incentives to maintain employees longer at work. It fears, it may have to face, over the next few years, a staff shortage.

In order to reconcile these two objectives, we propose to set up the possibility to retire progressively. Concretely, a progressive retirement would mean that a full-time employee could continue to work part-time and receive the equivalent of his pension for the days he is not working.

This could be called «combining business with pleasure»!

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