  

Following four days of mediation, Mediator / Arbitrator William Kaplan issued an award today, Wednesday, August 8, 2018, which finally establishes a collective agreement for more than 6,000 employees in the Health Care Bargaining Unit at the NSHA and the IWK.

The process leading to this arbitration award began in October of 2016 when the Council of Health Care Unions began negotiations on a province-wide collective agreement.  The Council, made up of bargaining committee members from NSGEU, CUPE and Unifor, were required by legislation to negotiate 16 collective agreements down to one each for the IWK and NSHA.

The Council held more than 50 negotiating sessions with employer representatives over almost two years. With your support, the parties had agreed in May of 2018 that any outstanding issues would be sent to Mr. Kaplan to decide.

Today Mr. Kaplan issued his award completing the process and establishing new collective agreements for Health Care. The Support Services, Administrative Professional and Nursing Bargaining units will now begin their bargaining. Mr. Kaplan will return in the Fall to decide any outstanding issues at those tables.

Please note the following very important information:

**All monetary improvements in this new collective agreement will become effective the date of the award** except for those where the agreement specifies a different date. For example, some wage increases are retroactive to 2015 and some will not take place until some point in the future

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**All other provisions including all language changes will not take effect until October 1, 2018,** unless otherwise specified in the award. This is necessary to allow members and the Employers to prepare for the changes required. During this time, the transitional collective agreements that members have operated under since 2011, will remain in effect.

Mr. Kaplan has reserved his decision on the Council’s request for an increase and shift and weekend premiums until August 15. The Employer is proposing no increase in shift and weekend premiums the Council has proposed an increase of $1.15 an hour for each premium. **Mr. Kaplan will issue a supplemental award on August 15 setting out the rates for shift and weekend premiums**.

**An Historic Round of Bargaining**

This round of bargaining for the Health Care Bargaining Unit was the most unique in Nova Scotia history.

Government legislation restricted wage increases and froze retirement allowances. Other government legislation created two employers, the NSHA and the IWK, and required CUPE, NSGEU and Unifor to negotiate a single province-wide agreement, for each bargaining unit, for all their members.

The government also introduced legislation requiring that health care workers negotiate very complex province-wide essential services plans that ensure large numbers of members remain at work in the event of a strike.

In the face of all this, your bargaining committee began negotiations in the fall of 2016. For two years the employers made every effort to use their legislated upper hand to attempt to claw back existing rights and benefits from members.

Your committee members remained steadfast in their refusal to concede benefits that members had fought for and gained in previous rounds of bargaining.

In the spring of 2018, your employers tabled proposals to take away even more rights and benefits. They proposed things such as eliminating the Short-Term Illness plan, the right for the employers to unilaterally change benefits without union approval or participation and the right to transfer employees anywhere in the province, temporarily or even permanently.

The Council of Health Care Unions undertook a strategy to ratchet up the pressure on the provincial government and the employers in an attempt to level the playing field in bargaining.

This strategy required the unwavering support of health care workers in three unions across the province. In April, the Council announced it was conducting the first ever province-wide strike vote in health care. The memberships responded with overwhelming support.

On May 1, members voted 93 per cent in favour of strike action. That vote was the key turning point.

Shortly after that, the Council referred disputes under the IWK Essential Services agreement to the Labour Board for resolution. Outstanding work by IWK members led to a settlement that meant that only 35 per cent of IWK members would remain at work in the event of a strike.

The very real possibility of an effective strike at the IWK and the impending possibility of a strike at the NSHA caused the province to propose mediation / arbitration with William Kaplan as a means to settling all four healthcare collective agreements at the NSHA and the IWK. The mediation / arbitration agreement also established the wages for the new collective agreement, froze the retirement allowance pending a court challenge by the Unions, provided an option for payout of existing retirement allowance accruals and ensured the protection of existing sick and retiree benefit agreements for all members.

The mediation/arbitration proposal was ratified by 92 per cent of members in all four bargaining units across all four unions (NSGEU, NSNU, CUPE and Unifor).

The parties re-entered negotiations following the ratification and the Council and began to make real and important progress on your behalf.

Then on July 27, Mr. Kaplan began the mediation / arbitration. During this time, Mr. Kaplan decided upon the remaining outstanding issues. His award, which can be found on our website, [www.8920.cupe.ca](http://www.8920.cupe.ca) established the final collective agreements for all Health Care Bargaining Unit members at the NSHA and the IWK.

For our members, the Collective Agreement will look completely different because the CDHA agreement was used as the base model.

The Mediation/Arbitration agreement established the 6 year term (with just over two years left), the payout option for accrued retirement allowances, the protection of the status quo both for existing sick leave plans and cost sharing for retiree benefits and the wage increases as follows:

* 1% on November 1, 2016
* 1.5% on November 1, 2017
* 0.5% on October 31, 2018
* 1.5% on November 1, 2018
* 0.5% on October 31, 2019
* 1.5% on November 1, 2019
* 0.5% on October 31, 2020

\*5th unit increases are all 5 months later based on the expiry date of their current Collective Agreements

**Significant changes for CUPE members include:**

* Retention of service with the Employer if you leave employment and subsequently return.
* Probationary Period – 495 hours or 9 months whichever is longer.
* Casual hours are converted to seniority upon acquiring a permanent position, or if you go from permanent to casual, your permanent seniority is converted to casual hours.
* If you acquire a position in another bargaining unit or the IWK, you bring your seniority with you.
* Employees will receive an electronic statement of any changes in their employment status, or a letter, by request if they do not have regular computer access.
* Member contact information will be provided to the Union on a quarterly basis.
* Paid leave for approved Union business will be billed at 100% of the rate only (not 120%) for periods of leave less than 3 calendar months.
* Access to limited amount of paid leave for members to attend the Union’s AGM.
* Paid leave for Essential Services Committee members when negotiating Essential Services with the Employer.
* Meal breaks are to be arranged so an employee can leave the work area and no language requiring an employee to remain at their work station, but a lesser limit that they may not be able to leave the premises.
* If a meal break is interrupted by work and the employee cannot reschedule the entire meal break the break is compensated at overtime; interrupted rest breaks and the employee can reschedule to remainder of the missed break they shall be compensated at overtime for the missed portion of the break.
* 4 days off in two-week period in not less than 2 segments protected through an MOA.
* Still able to bank Holiday Time (Pay down to 22.5 hours).
* Overtime beyond 4 hours is double time (2X) and the first 4 hours then converts to double (2X) as well.
* Still able to bank overtime (Pay down to 75 hours).
* Telephone consults – time worked will be treated at the applicable overtime rate.
* Standby increases to $16.21 for an 8 hour shift and $32.40 for each 8 hour shift on a holiday.
* Transportation for call back will be $10 each way at home site and $10 or mileage each way at sites other than home site
* A half day (1/2) holiday beginning at noon on Christmas Eve Day.
* When working the holiday, time off with pay in lieu of the holiday will be on an hour-for-hour basis.
* Casuals will receive 2x the rate of pay for hours worked on Christmas Day.
* There is a joint benefits committee (one representative from each of the 4 unions and 4 from Employer) who will establish a single extended health/dental plan for all members over the next year, with one additional year to implement. Any disputes will be settled by arbitration. No changes will be able to be made without a majority of the committee agreeing. Status quo plans continue in the meantime.
* Employees will have 3 days to withdraw a resignation and the employer must acknowledge resignations in writing.
* The Union has 90 days to refer a grievance to arbitration upon receipt of a step 3 response or the date the response is due.
* Bereavement Leave – Brother/Sister-in-law will be 3 days paid leave.
* Pregnancy/Parental/Adoption Leave have been adjusted to allow for a total leave of up to 18 months to align with E.I. benefits. (Note: Employees must complete probation before being eligible for the top-up).
* There will still be two request periods for vacation (February 1 and August 1) and there is no limit to using seniority (last minute requests are still first come first serve). The summer preference will be up to a period of 4 weeks from the current 2 weeks.
* Vacation carryover is limited to 5 days (with manager approval) or any additional vacation which cannot be scheduled by the manager. These shall lapse if not used or approved for additional carryover in the following year. Employees with current carryover banks have them protected until April 1, 2024 at which time any unused carryover beyond 20 days will be paid out.
* Maintained the retirement allowance language in the Collective Agreement even though it is presently pre-empted by Bill 148 (*Public Services Sustainability Act – 2015)*
* Job Security – placement/displacement rights have been limited to 60 km driving distance; placement/displacement rights to secure position of same designated percentage of full time hours; no layoff after 8 years’ service; Contracting out - employees with less than 8 years could be laid off with a severance but only if they decline a vacancy within 60 kilometers driving distance that has a pay rate of at least 75% of their current classification rate, otherwise they cannot be laid off either.
* Notice of layoff increased from 4 weeks to a minimum of 40 days.
* Recall rights will expire after 15 months.
* Relocation of work – the employee will be offered the position in the new location or can exercise rights to placement/displacement. If relocating can claim up to $4000 moving expenses.
* All mileage and paid travel time included within the regular shift for temporary transfers to another site within 75 km driving distance. Any temporary transfer beyond 75 km is by mutual agreement only.
* Casual pay increments will be 1 year or 1250 hours whichever is greater.
* Casual and part time employee’s availability is not adversely affected by refusing any work of 3 hours or less.
* Temporary positions of less than 6 months do not have to be posted.
* Part time employees will accrue benefits on a pro rata basis for their guaranteed hours and for additional/relief shifts they will accrue sick leave on all hours paid (up to full time hours) but will receive 11% in lieu of any other benefits on the additional/relief shifts.
* Joint Consultation – Healthcare Bargaining Unit Committee will consist of 2 members representatives and 1 staff person from each CUPE, Unifor and NSGEU as well as Employer representatives. CUPE is entitled to establish an individual constituent Union committee with Employer agreement.
* The Job Evaluation and Joint Steering Committee will have representation from CUPE, NSGEU and UNIFOR and time limits have been established that should help prevent the process from stalling.

In the coming weeks, we will be hosting a Union Town Hall Telephone call to answer any questions you may have so please keep posted for that date, time and call in number. In the meantime, please forward any questions via your Area VP, contact information is available on the website at **8920.cupe.ca/about-us/your-executive**