

**This Agreement made this \_\_\_\_ day of May, 2018**

Between:

The Nova Scotia Council of Nursing Unions

and

The Nova Scotia Council of Health Care Unions

and

The Nova Scotia Council of Health Administrative Professional Unions

and

The Nova Scotia Council of Health Support Unions

(the "Councils")

and

The Nova Scotia Health Authority

and

The IWK Health Centre

(the "Employers")

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**Mediation/Arbitration of issues outstanding after Collective Bargaining to replace the Collective Agreements which expired on October 31, 2014 and March 31, 2015**

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1. If the Councils and the Employers are unsuccessful in reaching collective agreements after bargaining collectively in the current round of bargaining, all outstanding issues in dispute shall be referred to final and binding mediation/arbitration.
2. As of the effective date of this Agreement, the parties agree to waive all rights to strike and lockout under the *Trade Union Act* which apply to the current round of bargaining, and also agree that no Essential Services Agreement applications will be filed with the Nova Scotia Labour Board while mediation/arbitration is pending, unless mutually agreed otherwise by the parties.
3. In the absence of the resolution of all outstanding issues in dispute between the Council of Health Care Unions and the Employers in the mediation process, the mediator/arbitrator shall make a final and binding award by September 1, 2018 which includes this Agreement, all provisions agreed to by those parties in collective bargaining and mediation, and the arbitrator's decision on all outstanding issues. This deadline may only be amended on mutual consent of the parties.

4.(a) If the other Councils and the Employers are not successful in reaching collective agreements after bargaining collectively and the outstanding issues in dispute have been referred to mediation/arbitration but mediation does not result in resolution of all outstanding issues, the mediator arbitrator shall make a final and binding award which includes this Agreement, all provisions agreed to by those parties in collective bargaining and mediation, and the arbitrator's decision on all outstanding issues. The mediator/arbitrator shall make a final and binding award with respect to the other bargaining units in accordance with the following schedule, which may only be amended by mutual consent of the parties:

- i. Nursing Unit – October 31, 2018
- ii. Health Administrative Professional Unit – November 30, 2018
- iii. Health Support Unit – December 31, 2018

(b) The Employers shall ensure that the employee members of the Negotiating Committees of the Councils are granted the leave with pay required for them to participate in collective bargaining, mediation and arbitration within this compressed bargaining schedule.

5. The same mediator/arbitrator will be utilized for the resolution of outstanding issues in all four of the bargaining units of employees in each of the Nova Scotia Health Authority and the IWK; that mediator/arbitrator shall be Bill Kaplan. The mediator/arbitrator will be required to schedule the mediation/arbitration to comply with the timelines for awards established in paragraph 3 and 4 of this Agreement. With the exception of the timelines established for completion of each mediation/arbitration process, the mediator/arbitrator has the discretion to determine the relevant factors and process to be followed, and shall have the exclusive jurisdiction to resolve any disputes arising under this Agreement.

6. This Agreement for mediation/arbitration requires ratification by the members of the constituent Unions in all four Councils in a single vote as soon as reasonably possible.

7.(a) The term of each of the collective agreements will be November 1, 2014 – October 31, 2020, with the following increases in rates of pay:

- i. Increase of 1% to all rates on November 1, 2016;
- ii. Increase of 1.5% to all rates on November 1, 2017;
- iii. Increase of 0.5% to all rates on October 31, 2018;
- iv. Increase of 1.5% to all rates on November 1, 2018;
- v. Increase of 0.5% to all rates on October 31, 2019;
- vi. Increase of 1.5% to all rates on November 1, 2019;
- vii. Increase of 0.5% to all rates on October 31, 2020.

(b) The increases in rates of pay to employees in positions formerly included in the drug dependency, public health and continuing care bargaining units of the former District Health Authorities 1-7 shall be made effective five months later than the dates in paragraphs i) to vii) unless otherwise agreed by a Council and the Employers.

8. Employees will have the option to obtain an early payout of their service award accrued up to March 31, 2015, or receive payout on death or retirement in accordance with the provisions of their collective agreements. If employees choose an early payout, the salary used to calculate the amount of

the service award shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the employee was receiving at retirement or death.

9. The Employers will make best efforts to implement any payouts requested under paragraph 7 and 8 as soon as possible after ratification of this agreement.

10. If a Council and the Employers are unable to agree on the terms of sick benefits or retiree benefits the mediator/arbitrator will be bound by the provisions of Appendix "A," which shall remain confidential between the parties, and will not be provided or disclosed in any manner to the mediator/arbitrator until after mediation has concluded.

Signed at Halifax, Nova Scotia this \_\_\_\_ day of May, 2018

**The Nova Scotia Health Authority:**

\_\_\_\_\_  
  
\_\_\_\_\_

**The IWK Health Centre:**

\_\_\_\_\_  
  
\_\_\_\_\_

**The Nova Scotia Council of Nursing Unions:**

\_\_\_\_\_  
Negotiating Committee Chair

\_\_\_\_\_  
Negotiating Committee Co-Chair

**The Nova Scotia Council of Health  
Administrative Professional Unions:**

\_\_\_\_\_  
Negotiating Committee Chair

\_\_\_\_\_  
Negotiating Committee Co-Chair

**The Nova Scotia Council of Health Care Unions:**

\_\_\_\_\_  
Negotiating Committee Chair

\_\_\_\_\_  
Negotiating Committee Co-Chair

**The Nova Scotia Council of Health Support  
Unions:**

\_\_\_\_\_  
Negotiating Committee Chair

\_\_\_\_\_  
Negotiating Committee Co-Chair

## **APPENDIX "A"**

The parties agree that in the event they are unable to agree on terms for sick benefits and retiree benefits for employees, the mediator/arbitrator shall award income protection for employees who are unable to perform their duties because of illness or injury and retiree benefits on the following basis:

STATUS QUO for sick benefits and retiree benefits

- a) Employees who are unable to perform their duties because of illness or injury shall be granted sick leave with pay or general leave for sickness and short-term illness benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the District Health Authorities or IWK and the constituent Unions of the Councils.
- b) Retired employees shall receive retiree benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the District Health Authorities or IWK and the constituent Unions of the Councils.