

Tony Bremner

From: Leal, Erika <Erika.Leal@cdha.nshealth.ca>
Sent: February-05-14 12:39 PM
To: Tony Bremner
Subject: Emergency Staffing & Planning Process
Attachments: Emerg Staff levels in Emerg Service Areas to Union Feb 4 14.pdf; Local 97 - MOA - Emergency Services Agreement.pdf

Hi Tony;

Further to our earlier conversations about Emergency Services and how we'll move forward, this is what I recommend. There are 3 pieces that we need to look at:

- **The Emergency Services - MOA (local 97)** – We should review the document (see attached) and make sure we're good to sign off. I think that there was a piece in there about scheduling that we might want to clarify, in order to avoid confusion during a time of high tension. I believe it's Article 7. The other issue that we should revisit is who will be the appointed arbitrator, in the event that we cannot agree. I don't mind proposing Outhouse again, providing he doesn't get caught up with mediation of the parties at the same time. It probably wouldn't hurt to talk about an alternate as a backup. I'm assuming Shawn F. will be signing on your end, and Dave C. will be signing on ours.
- **The Emergency Staffing Levels** – I'm hoping to have the lists completed and sent to you (NSGEU) for review within the next couple of weeks. Once you have the lists, you can mark those that you approve and do not approve and then let the negotiations begin!
- **The Emergency Services Evaluation Committee** – I'm not sure if you want to proceed like we did last time, as far as structure is concerned. You have your contacts on your side, and we'll have ours and you and I will be the voices in the middle. There may be a need for you and I to meet with both parties in the room, if we think that we can get a quick turnaround. What do you think?


Let me know if you have any other suggestions, or if I've forgotten anything. Also, see the letter attached that I had mentioned to you earlier around the staffing levels in the Emerg Dept, as well as VMB and Cancer Care. I quick response would be greatly appreciated.

Thanks,

Erika

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"There is nothing more certain and unchanging than uncertainty and change." – John Fitzgerald Kennedy

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February 4, 2014

Mr. Tony Bremner
Employee Relations Officer
NSGEU
100 Eileen Stubbs Ave.
Dartmouth, NS B3B 1Y6

Dear Mr. Bremner:

Re: Emergency Staff Levels in Emergency Service Areas

Previous to my earlier conversations with the union, the Employer would like to propose 100% staffing in the Emergency Service Areas, inclusive of the Rapid Assessment Unit, in the event of a labour disruption. Where the Emergency Service Areas at the Halifax Infirmiry are considered the primary point of entry into the healthcare system and the largest in the Maritimes it is important to maintain a full complement for, patient safety.

Some of the changes that have occurred since the last signed MOA for Emergency Services are:

- Geographic lay-out of the Emergency Department has changed significantly since 2007.
More rooms, greater distances.
400 square metres on outer core of ED.
Individual rooms now versus previous open areas separated by curtains.
Previously 22 bed areas, versus current 36 patient rooms.
- Addition of a new service - Pod 5
20% of all patients that register in ED are seen by Pod 5
Primary functions: airway management, conscious sedation, suturing, casting.
- Increase of 400 - 600 patients per month to the Emergency Department since 2009.
- RAU is an extension of the ED. Directly related and integral to continued operation of ED.

It is also the Employer's understanding through public statements made, that the Union intends to agree to 100% staffing in the Cancer Treatment Areas as well as Veterans Services. Please confirm whether the Union is in fact prepared to agree to those staffing levels, along with those of the Emergency Department

Healthy People, Healthy Communities



Capital Health

As a result of the Union's application for conciliation, the Employer will be developing an Operation Plan and intends to proceed with these staffing levels for these stated areas by February 14, 2014, unless the Union indicates otherwise.

If you have any question or would like to discuss further, please feel free to contact me at 473-5129.

Sincerely,

Erika Léal
HR Consultant

cc. Bruce English – Director People Services
Dave Collins – Manager Labour Relations
Kathy MacNeil – Vice President, People Services

Via Xpresspost

July 19, 2010

Mr. Dave Collins
Manager, Labour Relations
Capital District Health Authority
Room 139, 1st Floor Bethune Building, VG Site
1278 South Park Street
Halifax, NS B3H 2Y9

Dear Mr. Collins:

Re: Memorandum of Agreement – Emergency Services - Nurses Bargaining Unit
Memorandum of Agreement – Emergency Services - Healthcare Bargaining Unit

Please find enclosed the signed Memorandum of Agreements for Locals 42 – Healthcare Bargaining Unit and 97 – Nurses Bargaining Unit.

We have retained a copy for our files.

Yours truly,



Neil McNeil
Servicing Coordinator, Healthcare

NM/vjw

cc: President & Chief Steward, Local 97
President & Chief Steward, Local 42
Joan Jessome, President
Keiren Tompkins, Executive Director
Robin MacLean, Director, Servicing & Negotiations
CDHA EROs

Memorandum of Agreement

Capital District Health Authority (the "Employer")

and

Nova Scotia Government and General Employees Union, Local 97 (the "Union")

WHEREAS the Employer and the Union have recently been engaged in collective bargaining for a new collective agreement,

AND WHEREAS the parties may reach an impasse and a strike is possible;

AND WHEREAS, in the event of a strike, both parties wish to provide the necessary level of emergency services to the CDHA patient population;

AND WHEREAS both parties wish to provide for continuation of certain employee benefits in the event of a strike;

NOW THEREFORE the parties agree:

1. As per Article 6.03 of the collective agreement, the Union agrees to provide a sufficient number of bargaining unit employees to provide emergency services.
2. The parties have agreed that, in the event that they are unable to reach agreement on the levels of staffing required to maintain such services, those disputes shall be referred to Mr. William Kydd for resolution. Any decision rendered by Mr. Kydd shall be binding on the parties.
3. Mr. Kydd shall retain ongoing jurisdiction to review service levels and to ensure compliance with this agreement and adjudicate necessary adjustments to service levels based on new information or changed circumstances where the parties are unable to reach agreement on such matters between themselves. The parties agree that Mr. Kydd has the authority to issue interim decisions in advance of complete information on a given issue being presented to him.
4. The parties acknowledge that, in view of the possible urgency of the matters being dealt with in this process, all steps necessary will be taken to ensure

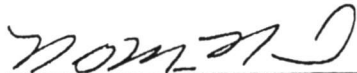
timely resolution of outstanding issues. To facilitate this, the parties have also committed to communicate and meet where necessary on a daily basis to review the sufficiency of the arrangements in place based on the evolving care needs of the patient population.

5. In the event of a dispute regarding the application and administration of this agreement, the parties agree that staffing levels previously agreed to in Appendix A, B, and C or subsequently modified through any agreement by the parties or any decision by Mr. Kydd will be maintained pending the referral of the matter to Mr. Kydd for resolution.
6. The initial staffing levels to be provided in the event of a strike are outlined in Appendix A and B to this agreement.
7. In any given area where a commitment has been established to provide a given level of staffing, the Employer will be responsible for designating the specific employees to provide services. Such designation will be done on a rotational basis in order of seniority subject to, in all cases, a determination by the Employer that the individuals in question have sufficient skills or skill mix to perform the work in question. All such arrangements will be reviewed with the Union.
8. To facilitate "on-call" arrangements, the Employer will designate (on a rotational basis by seniority – subject again to Employer determination as to skills required and skill mix) those individuals to be placed on call. Employees placed on call will present themselves at the workplace as quickly as possible within reason of an "on-call" situation arising. Employees placed on stat on-call shall present themselves at the workplace within thirty (30) minutes or less. All such arrangements will be reviewed with the Union. The Employer will supply pagers or other electronic devices to employees who are designated for on call and stat on call. The Employer shall contact the employee directly to initiate the call to the workplace.
9. The Employer will continue remitting premiums for Group Health, Dental, Group Life and Long Term Disability for all employees currently enrolled in those benefit programs.
10. The Union will pay both the employee and Employer portions of the premiums upon receipt of invoices on behalf of the Employers for such premiums.
11. Optional benefits (Critical Care Insurance, Optional Life Insurance and Accidental Death and Dismemberment) will be continued during any strike. Arrangements for the payment of premiums for such benefits will be made with individual employees upon the resumption of their employment at the conclusion of any strike.

12. It is agreed that other payroll deductions will be handled as follows:
- a) Canada Savings Bonds: For employees who perform services pursuant to this agreement, these deductions shall continue, as applicable. For employees who do not perform services pursuant to the agreement, Canada Savings Bond deductions are the responsibility of the employee and will not be recouped by the Employer following a resumption of employment at the conclusion of any strike.
 - b) Professional Fees: For employees who perform services pursuant to this agreement, these deductions shall continue, as applicable. For employees who do not perform services pursuant to this agreement, arrangements for the payment of these professional fees will be made with individual employees upon the resumption of their employment at the conclusion of any strike.
 - c) Fitness membership fees and Johnson Insurance Deductions: For employees who perform services pursuant to this agreement, these voluntary deductions shall continue, as applicable. For employees who do not perform services pursuant to this agreement, these voluntary deductions will be the responsibility of the employee and will not be recouped by the Employer following a resumption of employment at the conclusion of any strike.
13. During any strike, the Employer agrees to deduct a special assessment from the pay of employees who perform services pursuant to this agreement in the amount of 50% of gross earnings, as determined by the Union. The Employer will remit such special assessments to the Union. The Union shall notify all employees in advance of any strike of the existence of this assessment.
14. Provided that sufficient staffing levels are maintained to ensure necessary coverage under this agreement, the Employer agrees that no employees, except management non-union staff, other than those covered by this agreement, will perform work of the bargaining unit during a strike. The Employer agrees that students and volunteers will only perform their regular volunteer duties and learner placement functions.
15. Employees who participate as members of the Emergency Services Evaluation Committee shall be paid at their regular rate of pay for time spent meeting with the Employer to address matters arising from this agreement. Such payments shall be subject to the special assessment referred to above in paragraph 14.
16. Employees performing services pursuant to this agreement will receive compensation at the regular hourly rate subject to the special assessment for


all hours worked. In the event that employees work beyond the regularly scheduled shift, employees will receive overtime compensation in accordance with the provisions in the collective agreement. Employees who are designated to fulfill on-call and stat on-call obligations under this agreement will be compensated in keeping with article 16 of the collective agreement, subject to the special assessment.

Signed on behalf of NSGEU:



Neil MacNeil
Servicing Coordinator

Signed on behalf of CDHA:



Dave Collins
Manager, Labour Relations

Dated at Halifax the 15th day of July, 2010