

Framework Agreement

WHEREAS the Provincial Government has decided to merge the nine District Health Authorities to create a Provincial Health Authority;

AND WHEREAS the Nova Scotia Government and General Employees Union, Nova Scotia Nurses' Union, Canadian Union of Public Employees and Unifor ("the Unions") represent the employees of the District Health Authorities;

AND WHEREAS the Provincial Government has indicated that it wishes to merge the bargaining units represented by the Unions and create provincial bargaining units;

AND WHEREAS the Minister of Health and Wellness has challenged the Unions to propose a collective bargaining model based on the principle that each Union continues to represent its own members in the Provincial Health Authority, but conduct collective bargaining in provincial bargaining units;

THEREFORE the Unions agree as follows:

Provincial Bargaining

1. We believe that our members employed by the District Health Authorities will be best served by each Union continuing to represent its own members in dealings with the Provincial Health Authority;
2. We are not interested in a contest for membership between the Unions and do not seek to take over the members of other Unions;
3. We accept that the merger of the District Health Authorities will result in provincial bargaining units;
4. We support a new model of collective bargaining in which the Provincial Health Authority and the IWK Health Centre (together "the Employers") bargain with an association of bargaining agents in each of four provincial bargaining units;
5. The features of the new model of collective bargaining include:
 - a. The Unions which have been certified or recognized to represent employees of the District Health Authorities or the IWK Health Centre will continue to be the certified bargaining agents for those employees;
 - b. Collective bargaining in each of the four provincial bargaining units will be conducted between the Employers and a Bargaining Association formed by the Unions representing the employees included the provincial bargaining units;

- c. The Unions certified or recognized to represent employees who are included in a provincial bargaining unit will continue to perform all of the usual functions of a certified bargaining agent under the *Trade Union Act* except collective bargaining;
- d. Collective bargaining on behalf of employees in each of the four provincial bargaining units will be conducted exclusively by the Bargaining Association of the Unions representing employees in that provincial bargaining unit;

Bargaining Units

6. The provincial bargaining units will correspond to the standard Nursing, Health Care, Administrative Support and Service Support bargaining units presently in place in the District Health Authorities and the IWK Health Centre;
7. Because the make-up of the present Nursing, Health Care, Administrative Support and Service Support bargaining units is not consistent in all District Health Authorities and the IWK Health Centre, there are employees in some classifications that are included in different standard bargaining units depending on the location; these employees should be included in the provincial bargaining unit that corresponds to the present standard unit in which a majority of those employees are included province-wide;
8. Where there are inconsistencies between the scope of the present bargaining units, the inclusion of any particular classification in a provincial bargaining unit should not depend on a vote of the employees or other preferences; rather, inclusion should depend on the type of standard bargaining unit in which the majority of employees in that classification in the province are included;

Bargaining Associations

9. The Unions will form a Bargaining Association for each of the four provincial bargaining units;
10. Each Bargaining Association will adopt a Constitution which meets the requirements of the legislative framework for collective bargaining. The Constitution will include a dispute settlement mechanism for final settlement of differences over the interpretation or application of the Constitution.
11. The Bargaining Associations will have the exclusive authority to bargain a collective agreement in each bargaining unit and will be responsible for the *Trade Union Act* provisions on bargaining, conciliation, mediation, authorizing strikes as well as the conclusion of essential services agreements under Bill 37;

12. Each Bargaining Association will negotiate a single collective agreement for the provincial bargaining unit;
13. The member Unions of each Bargaining Association will bear the cost of lost time and expenses of their members on Bargaining Association committee for bargaining preparation and in the administration of the collective agreement on issues affecting their members only;
14. The member Unions will share the cost of negotiation of the collective agreement on the basis of relative membership;
15. Each bargaining association will have a Bargaining Association Negotiating Committee composed of persons chosen by the member Unions of the Association in proportion to each Union's membership among the employees in the bargaining unit;
16. The number of members of the Negotiating Committees will depend on the circumstances in each unit but Negotiating Committees which are too large are cumbersome and should be avoided;
17. Each member Union will pick its members on the Bargaining Association Negotiating Committee in accordance with its own internal process;
18. The Chief Negotiator and/or Chair for the Bargaining Association Negotiating Committee will be selected by the Union with the majority of members in the bargaining unit and the second largest Union will pick a Co-Chief Negotiator and/or Co-Chair of the Bargaining Association Negotiating Committee;
19. Each member Union may assign staff support to the Bargaining Association Negotiating Committee but staff shall not vote in decisions by the Committee;
20. The relative membership of the member Unions in each bargaining unit will be established to determine the number of members that each Union will select for the Bargaining Association Negotiating Committee and will be reviewed annually to ensure that the members of the Committee are proportionate to the membership of the member unions;

Collective Bargaining

21. Bargaining demands for the Bargaining Association Negotiating Committee will be generated within each Union using its normal preferred process and the Bargaining Association Negotiating Committee will determine from the demands provided by the member Unions what contract proposals will be made in collective bargaining;

22. The Bargaining Association will give the notice required by Bill 37 and the appropriate notice to bargain to initiate collective bargaining and the negotiation of an essential service agreement shall occur in parallel with collective bargaining in order to ensure that bargaining is not delayed by the negotiation of an essential services agreement;
23. The member Unions will utilize local committees in each of the bargaining units of the former District Health Authorities and the IWK Health Centre, with staff support, to engage in negotiation of essential services agreements; essential services agreements for each provincial bargaining unit will be subject to approval by an Essential Services Committee of senior union staff who will be responsible to coordinate the work of the Local Committees to ensure consistency in defense of the right to strike;
24. Where it is necessary or desirable to preserve specific terms of employment which are advantageous to the members of one of the member Unions, the Bargaining Association Negotiation Committee will seek to negotiate appropriate Appendices to the provincial collective agreement;
25. Decisions of the Bargaining Association Negotiating Committee including contract proposals, positions taken in bargaining and recommendations for tentative agreements or final positions from the Employers will be made by consensus if possible, but failing consensus, decisions will be made a majority of Committee members;
26. The Bargaining Association Negotiating Committee will determine a communications plan or strategy and the Union members will be governed by the agreed plan in public communications:
 - a. The member Unions of the Bargaining Association Negotiation Committee will appoint a lead communications staff person for each set of negotiations;
 - b. The staff person will work with communication staff from each of the member Unions to develop a formal communications plan including messaging and strategy and this plan must be approved by the Bargaining Association Negotiation Committee;
 - c. Each member Union will appoint a spokesperson who will work within the messages and the strategy in the communications plan;
 - d. Each spokesperson will advise their own communication staff of any media requests and details of any interviews;
 - e. Communications staff from each Union must keep the lead communication staff person for the bargaining committee informed of the interviews;

- f. All Union spokespersons must respect a media blackout when one is agreed to by the Bargaining Association Negotiating Committee;
- 27. Tentative agreements will require approval by a majority of the members affected by the agreement;
- 28. Authority to conduct a strike in support of bargaining demands will require the support of the majority of the employees in the bargaining unit;

Bargaining Principles

- 29. Cooperation between the Unions is necessary to protect the rights of members now employed by the District Health Authorities and the IWK Health Centre and to ensure improvement in their terms and conditions of employment in the future;
- 30. The Unions and the Bargaining Association Negotiating Committees will strive for consensus in decision making;
- 31. The democratic principle of majority rules will govern where consensus is not possible;
- 32. The member Unions agree that the members of the Bargaining Association Negotiating Committee must be committed to the principle of no concessions in bargaining;
- 33. All members of the Bargaining Associations Negotiating Committee will be bound to support decisions of the Committee and not to undermine decisions made in the course of bargaining;


Administration of the Collective Agreement

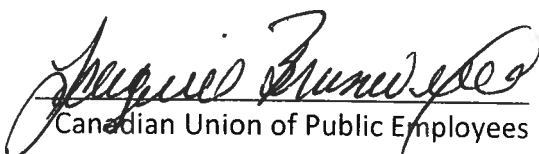
- 34. Each Union will be responsible for the administration and enforcement of the collective agreement with respect to its own members;
- 35. The Unions will continue to represent their own members except where a member is transferred to a position in a location or program for which another Union has been certified.
- 36. Where an employee doing the same job has permanent hours at one or more sites, where one or more Unions hold certification, the majority of the employee's percentage of FTE will determine Union membership.
- 37. Where a member voluntarily transfers to a position in a location or program for which another Union has been certified, that person will become a member of the Union representing employees in that position or location.

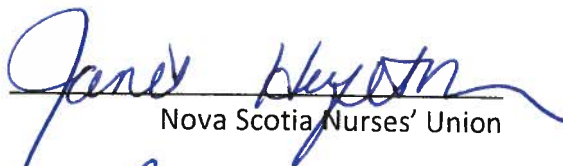
38. If the Provincial Health Authority re-organizes its operations or relocates positions so that members now work in positions and a location for which another Union is certified, the employee will become a member of the Union representing employees in that position or location.
39. For the purposes of determining the membership of each Union, the boundaries between the Unions are presently defined in the bargaining units based on location or program will continue; these boundaries are geographic except for the boundary between the public health, addiction services and continuing care units and the other bargaining units outside the Capital District which are based on the programs delivered by the employees;
40. The boundary between the NSGEU and NSNU in the Capital District for the purpose of determining membership in either Union will continue to be based on the location where Registered Nurses work; if work is transferred from one location where one Union represents RNs to another location where RNs are represented by the other Union, the employees will become members of the Union in their new work location; where work is transferred to an entirely new location, the RNs in that location will continue to be members of the Union in their original location from which the work was transferred;
41. Employees transferring from membership in one Union to another shall continue under the provincial agreement for their bargaining unit without any adverse affect due to Union membership;
42. Any disputes over Union membership resulting from transfers of work shall be referred for third party resolution;
43. The service and seniority of employees in a provincial bargaining unit shall be dovetailed provincially; the purposes for which service and seniority are relevant will be determined in collective bargaining;
44. Where a grievance is referred to arbitration or a "with prejudice" settlement of a grievance is proposed that may affect the members of another Union, the referring Union will notify the affected Unions and this may lead to discussion, cooperation or cost-sharing between the Unions, but the referring Union is responsible for the processing of the grievance to arbitration;

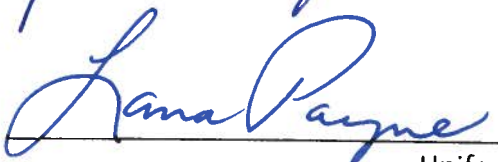
Dated at Halifax, Nova Scotia this 05 day of 08, 2014


Nova Scotia Federation of Labour


Nova Scotia Government and
General Employees Union


Canadian Union of Public Employees


Nova Scotia Nurses' Union


Unifor