



Hay River Health & Social Services Authority | Administration des services de santé et des services sociaux de Hay River  
37911 MacKenzie Highway | 37911 route Mackenzie  
Hay River, NT X0E 0R6 | ☎ (867) 874-8000 📠 (867) 874-8141

## **Status of Collective Agreement Negotiations and Potential Strike**

On January 10, 2019, the Union issued a message to the Bargaining Unit which contained a number of inaccuracies. The HRHSSA believes that it is important that members of the Bargaining Unit truly understand the outstanding issues, the proposals that have been agreed to, and the issues that are outstanding. We are also disappointed that the Union has chosen to make negative comments about HRHSSA's bargaining team. Contrary to the Union's comments, our team has behaved professionally and respectfully, and will continue to do so; our strong preference is to reach a deal without the need for a strike or lockout.

The HRHSSA and the Union have engaged in ongoing collective agreement negotiations beginning in June of 2017. In early June of 2017, both the HRHSSA and the Union exchanged proposals on the amendments to the collective agreement that each party was seeking. These proposals contained different types of proposed amendments, including minor edits/corrections, language required to maintain the current practices, and significant changes.

### **HRHSSA Proposals**

It is important to understand the more significant proposals that the HRHSSA advanced in June of 2017, which remain outstanding. First, the HRHSSA proposed to renew the "Letter of Understanding" relating to the midwifery program, under the same conditions that currently exist. This "Letter of Understanding" is currently a part of the collective agreement, and permits the flexible hours required to deliver the midwifery program. Because the current "Letter of Understanding" expires with the collective agreement, in order for the HRHSSA to continue to deliver the midwifery program, the "Letter of Understanding" must be renewed. It is important to note that this proposal simply sought to maintain the existing practice.

The second significant HRHSSA proposal relates to medical travel, and also seeks to maintain existing practices. The HRHSSA has proposed to add language which clarifies that the HRHSSA will only pay for medical travel that has been approved by the Government of the Northwest Territories medical travel office. The HRHSSA has been clear at the bargaining table that this has always been its practice, and it is simply looking to add clarity to the collective agreement. The HRHSSA was also clear that the Union has been aware of this practice for a number of years, and has never previously raised any objection to it. Again, the HRHSSA is not looking for any concessions through this proposal; it is simply seeking the *status quo*.

The third significant HRHSSA proposal relates to casual employees for hard-to-recruit positions that are important in providing adequate health care to the public. The HRHSSA currently has the ability under the collective agreement to hire casual employees, however, it is difficult to find casual employees for some positions locally. This creates difficulty with respect to leave and rest periods for indeterminate employees in these positions. As a result, the HRHSSA proposed a "Letter of Understanding" which would permit the HRHSSA to pay for the travel,

accommodations and licensing/insurance of employees from outside of Hay River to fill specific casual positions.

The HRHSSA has been clear throughout the bargaining process that the intention of this “Letter of Understanding” is not to casualize the workforce. In fact, the Employer proactively included the following language in the “Letter of Understanding”, in order to address this concern: “The Employer shall ensure that a series of casual employees are not hired under this LOU in lieu of creating or filling an indeterminate position”. The HRHSSA also indicated to the Union that it was open to discussing the language in the proposal and was open to any counter proposals that would alleviate the Union’s concerns. Despite this, the Union refused to engage on this issue, and simply responded that the Union was not interested in the proposal because it would casualize the workforce.

### **Agreed-Upon Amendments**

It is also important to note that the HRHSSA and the Union have reached agreement on a number of proposals, both during the period of bargaining that preceded the conciliation dates in December of 2018, and during the conciliation dates in December of 2018.

Prior to the recent conciliation dates in December of 2018, the HRHSSA had agreed to a number of the Union’s proposals (some with amendment, and some without), including:

- adding language for increased protection from discrimination;
- introducing a new article on harassment, abuse of authority and workplace violence;
- adding a time requirement for dues to be submitted to the Union;
- adding language for increased protection for probationary employees;
- adding a “Letter of Understanding” related to requirements that would arise, should the HRHSSA introduce an e-performance system;
- adding language related to the HRHSSA’s ability to restrict outside employment; and
- changing when an employee is required to produce a medical certificate.

In comparison, prior to the recent conciliation meetings, the Union agreed to only two of the HRHSSA’s proposals:

- making the collective agreement gender neutral; and
- allowing flexible or staggered hours within the same workweek, where it is required by client/programming needs, and where the employee and the employer mutually agree.

In its continued efforts to work with the Union and arrive at a collective agreement, during conciliation in December of 2018, the HRHSSA agreed to several additional Union proposals. However, it should be noted that the HRHSSA advanced its proposals as a package. While the

Union has characterized this practice as an “ultimatum” in its January 10, 2019 communication, it simply means that the other party cannot pick which articles they want, but instead has to either accept the whole package, or make a counter-proposal. Far from being an underhanded tactic, this is, in fact, common practice and is the **same practice** that the Union followed during conciliation. The Union’s proposal during conciliation was entitled a “Package Proposal to the HRHSSA” and stated that “This package proposal is offered without prejudice and is subject to errors and omissions”. The only difference is that the HRHSSA was clear with all parties about what advancing a package proposal truly means.

During the conciliation meetings in December of 2018, the HRHSSA agreed to the following Union proposals (some with amendment, and some without):

- decreasing the length of time during which an employee can be a Term employee;
- increasing the frequency with which information about bargaining unit members is to be submitted to the Union;
- expanding the definition of “Immediate Family” for the purpose of Special Leave;
- increasing the number of paid leave hours which can be banked;
- adding language related to significant workforce reduction;
- amending language related to lay-off, and job search upon lay-off;
- removing the limit of one per household for Ultimate Removal Assistance;
- expanding travelling expenses offered to employees on move-in;
- increasing amount of reimbursement for insurance coverage for use of employees’ own vehicles;
- making survival kits available for employer-owned vehicles, for work outside of Hay River;
- increasing entitlement to educational courses;
- increasing compensation for midwives; and
- adding a new clothing allowance for employees working in clients’ homes.

In comparison, during the conciliation meetings in December of 2018, the Union agreed to following HRHSSA proposal:

- increasing the purposes for which Casual Leave may be granted, to include appointments for lab, x-ray and rehabilitation.

## **Proposal for Pay Increases**

Pay increases in the collective agreement involve two components. Each employee not at the maximum salary for their position typically receives a step increase, which increases their pay by 2.6% annually and then additionally there is a second component, often referred to as the economic increase, that are changes in the collective agreement that provide overall increases in the pay grids.

During the December conciliation meetings, the HRHSSA proposed no economic increases for 2016-17 and 2017-18, and economic increases of 1.6% in 2018-19 and 2.3% in 2019-20.

Therefore for employees not at the maximum salary, total pay increases could be 2.6% in 2016-17, 2.6% in 2017-18, 4.2% in 2018-19, and 4.9% in 2019-20. Employees at the maximum salary for their position would receive only the economic increases once they reach the final step on the pay grid.

While the Union sought to connect the HRHSSA's bargaining with the GNWT's bargaining, the HRHSSA consistently sought to bargain with the Local 21 bargaining team, to reach an agreement for **this bargaining unit**. In an effort to reach an agreement, HRHSSA had agreed to introduce language consistent with the GNWT's language on parental leave and domestic violence leave, even though domestic violence leave had never been raised at the HRHSSA's bargaining table. However, in contrast to the Union's January 10, 2019 document, it should be noted that compassionate care leave is not being addressed at the GNWT bargaining table, and the HRHSSA's Northern Allowance provision already mirrors the GNWT Northern Allowance.

## **Current Status of Bargaining**

The HRHSSA remains strongly committed to reaching a collective agreement.

During the conciliation meetings of December 11-12, 2018, the Union left the table during the HRHSSA's proposal, and refused to return. The Conciliation Officer indicated to the HRHSSA team that the Union bargaining team would not return to the meeting room and that they were not willing to extend the conciliation period. However, the Conciliation Officer offered to continue as a mediator, which both the Union and the HRHSSA have agreed to.

The parties have discussed additional mediation dates. The parties have agreed to additional mediation on February 11, 2019. The HRHSSA has proposed continuing mediation on February 12, however the Union has indicated that it cannot confirm its availability for February 12. The HRHSSA has indicated that it is available later that same week, however, the Union has not yet responded to this suggestion.

On January 8-9, 2019, the HRHSSA met with the Union to discuss essential services. The parties agreed to a Maintenance of Activities Agreement, which is required in order for the Union to be able to strike. The parties agreed to the shift coverage that is required during a strike, in order to prevent a serious danger to the safety and health of the public. While a number of employees will be required to work during a strike, many employees will not be required to work, as some services will not be offered, or will be reduced. With the Maintenance of Activities Agreement resolved between the parties, the Union is now closer to a strike position.

The HRHSSA understands that there will be a strike vote on January 17, 2019. Regardless of the outcome of the strike vote, the HRHSSA is ready, willing and able to continue to bargain with the Union.

The Union has said that a “no” strike vote will result in further bargaining at “unknown” times, and dates. As indicated, we remain strongly committed to reaching a collective agreement as soon as possible, and will meet with the Union on February 11 and 12 and, if those dates are not available, at the earliest date possible.

One final note on strike votes, sometimes unions will tell their members that a “yes” vote is simply a way to put more pressure on the employer, and it doesn’t mean the union will call a strike. However, a “yes” vote gives the Union a mandate to call a strike without further input from the members.

The HRHSSA continues to believe that the Union and the HRHSSA can reach a collective agreement. The HRHSSA has continuously shown good faith in trying to work with the Union to come to a resolution on the outstanding issues. The HRHSSA is hopeful that the Union will come back to the negotiating table to do so.